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The Solicitors' Journal.

LONDON, JULY 6, 1872.

ON SATURDAY LAST an application was made to Mr. Arnold, at the Westminster Police Court, to exercise the power vested in him by 33 & 34 Vict. c. 23, s. 21, the act to abolish forfeitures for treason and felony, and to otherwise amend the law relating thereto, of appointing an *interim curator* of the property of a person convicted of felony. It appears that the convict, who has been sentenced to five years' penal servitude, was, at the time of his conviction, carrying on a business at Westminster with his wife, and that since his conviction a person had offered to purchase the business for £40 if he could get a good discharge for his money, and that it was for the benefit of the convict's family that the offer should be accepted. It was to enable this transaction to be carried out that the application was made to Mr. Arnold. The Act empowers justices of the peace in petty sessions, or where there are no petty sessions, justices of the peace having jurisdiction in the place where the convict usually resided before his conviction (unless and until an administrator has been appointed by the Crown), to appoint an *interim curator* of the property of a convict. An *interim curator*, who has almost, although not quite, as extensive powers over the property of the convict as an administrator appointed by the Crown, can (*a*) sue or defend on behalf of the convict; (*b*) receive and give discharges for the income of the property, and all debts due to the convict; (*c*) pay all debts due by the convict; (*d*) retain his expenses; (*e*) by sanction of a justice, make allowances out of the income or capital of the property to the wife or child of the convict, or any other relation dependant on him for support; and (*f*), by sanction of a justice, sell the personal property of the convict. Subject to the exercise of these powers, an *interim curator*, like an administrator, holds the property in trust for the convict, and to revert to him or his representatives on the completion of his sentence, or his being pardoned, or his death; and an *interim curator*, like an administrator, is to be liable to account in the same manner as a guardian or trustee is accountable to his ward or *cestui que trust*. In the case under notice Mr. Arnold appears, by the newspaper report, to have appointed an *interim curator*, and authorised him to sell the business, and to apply the proceeds of the sale for the benefit of the family of the convict. This last direction would of course be subject to the prior payment of the debts of the convict, and the expenses of the *interim curator*.

ON THE 1ST JULY Lord Cairns made his first award in the Albert Life Assurance Company Arbitration. Up to this point the decisions given, and in fact everything done by the arbitrator, may be said to have been provisional; and the first award is a formal confirmation of everything that has been done. The award also states the present state of the liquidation. It commences by reciting the provisions of the Act, the matters referred to arbitration by it, and the powers conferred on the arbitrator, with the names of the twenty companies whose affairs were under this Act to be wound up and finally settled, viz.:—1, The Bank of London and National Provincial Insurance Association; 2, The Family Endowment Life Assurance and Annuity Society; 3, The Western Life Assurance Society; 4, The Medical Invalid and General Life Assurance Society; 5, The Metropolitan Counties and General Life Assurance Annuity Loan and Investment Society; 6, The Manchester and London Life Assurance and Loan Association; 7, The Anchor Assurance Company; 8, The Falcon Life Assurance Society; 9, The National Provincial Life Assurance Society; 10, The Kent Mutual Assurance Society; 11, The Albert Life Assurance Company; 12, The National Guardian Assurance Society; 13, The Times Life Assurance and Guarantee Company; 14, The Beacon Life and Fire Assurance Company; 15, The Indian Laudable Mutual Life Assurance Society; 16, The St. George Assurance Company; 17, The London and Continental Assurance Company; 18, The Merchant's and Tradesman's Mutual Life Assurance Society; 19, The Empire Assurance Company; 20, The New Oriental Life Assurance Company. Of these twenty companies, the first eleven were in liquidation at the passing of the Act. Under the Act the arbitrator was, within one year after passing, or within such extended period as he should appoint for that purpose, to make a final award; the time for making the final award has in fact been so extended. The present award states that the arbitrator had inquired into the expediency of adopting some scheme of re-construction or re-constitution of the Albert Company, and had determined that it was not expedient for him to settle and award any such scheme; that having considered the cases filed by claimants and others, he had determined various questions brought before him depending mainly on particular circumstances, some relating to the acceptance or non-acceptance by policyholders of the liability of one company in substitution for that of another company, others relating to the rights of claimants of various classes, and others arising on the settlement of lists of contributories, and that he had also determined (among other things) the following principles:—

(1.) "Under the deeds and agreements made on the several transfers of business from one to another of the said first-named eleven associations, societies, and companies, the transferors are entitled to indemnity from their respective transferees against liability on policies of assurance, annuity contracts, endowment contracts, and other contracts (if any) of a like character, whereon, or in respect whereof, claims are established against the respective transferors; but that indemnity is limited to the amount of the share capital and other assets of the respective transferees.

(2.) "This indemnity does not extend to the expenses of the liquidations of the several transferors, and those expenses must be borne and paid by the contributories of the respective associations, societies, and companies who are the transferors.

(3.) "Where a creditor of a transferring company takes shares in the indemnifying company, this does not of itself cause the merger or extinguishment of his debt, his covenant for indemnity being not with unlimited liability, but being limited to the nominal amount of his share capital.

(4.) "An annuity, in respect of which a claim is established against a company in liquidation, is to be valued as at the date of the order to wind up the company, according to the table on which the annuity was granted, and if in any case that table cannot be ascertained, or is for any special reason inapplicable, then, according to the Government Annuitants' Experience Tables, the rate of interest assumed being four per cent. per annum.

(5.) "A policy of life assurance on which a claim is established against a company in liquidation is to be valued as at the date of the order to wind up the company as follows—namely, there are to be determined on the one

hand the present value of the reversion in the sum assured at the end of the life, and on the other the present value of the future annual premiums, the tables taken being the Seventeen Offices Experience Tables, the rate of interest assumed being 4 per cent. per annum, and the premium taken into account being the pure premium, that is, the premium which it is calculated will provide for the risk without addition for office expenses or other charges. The difference between the two values aforesaid is the value of the policy.

(6.) "Interest at the rate of 4 per cent. per annum is to be paid in each case on the amount of the valuation, as from the date of the order to wind up the company, until the day appointed for payment.

(7.) "There is no right on the part of a policyholder having obtained a loan from the assuring company on the security of a policy to set off the amount of the valuation of the policy against the amount of the lease.

(8.) "Where payment of a premium or premiums on a policy is suspended by arrangement between the assuring company and the policyholder subject to payment of interest, the amount of the suspended premium or premiums and interest is not a personal debt recoverable from the policyholder, but is to be deducted and retained out of the sum payable in the liquidation as or by way of dividend on the amount of the valuation of the policy.

(9.) "The like rule applies in case of premiums and interest outstanding under a half-credit clause in a policy."

The award then, after stating that a valuation of claims has been made, and the rights of parties have been adjusted under the arbitrator's direction, in accordance with these determinations, sets forth the results of the liquidations as they stood on the 7th June, 1872.

The claims that have been established against the several companies have been directed to be paid with interest. The award states full results in each case, and also gives amount of the obligation of each company, with regard to expenses of liquidation in proceedings authorised before the Act, the shares of promoters' expenses of passing the Act, the share of expenses of reconstruction committee, and the share of past and future (estimated) expenses of the execution of the Arbitration Act. Calls have been made in most of the companies; in the Bank of London, &c., Association, a call of 7s. 6d. per share; in the Family Endowment, &c., Society, a call of £25 per share; in the Western, &c., Society, two calls of £1, and 17s. 6d. respectively per share; in the Metropolitan Counties, &c., Society, a call of £1 per share; in the Manchester and London, &c., Association, a call of 4s. per share; in the Anchor Company, a call of 2s. per share; in the Falcon, &c., Society the shareholders have voluntarily subscribed a sum for the discharge of their liability; and in the National Provincial Society the shareholders are proceeding to do the same. In the Medical Invalid, &c., Society the sums received in the liquidation in respect of the trust-funds being sufficient to meet the liabilities, no call has been made. With regard to the Kent Mutual, &c., Society, the arbitrator, considering to the constitution of this society as a mutual assurance society, has determined that there are no contributories of this society, and has, therefore, discontinued its liquidation. Accordingly claims against the Kent Mutual are for the purposes of the award considered as claims against the Albert Company.

With regard to the Albert Company, the arbitrator has determined that on the construction of its deed of settlement there is no ground for putting on the list of contributories of the company in respect of liability on policies of assurance, annuity contracts, endowdowment contracts, and other contracts (if any) of a like character, persons who had ceased by transfer, duly registered, to be shareholders of the company before the commencement of the winding-up of the company; that no case has yet been made out for putting that class of persons on the list in respect of liability to general creditors; and that in these circumstances it was not right to put them on the list in respect of liability for the expenses of the liquidation of the company. A call has been made of the full amount of the unpaid share capital. A first dividend of 2s. in the pound has been directed to be paid on the amounts for which claims have been established against the Albert. But, inasmuch as no claims have as yet been made on a large proportion of the Albert policies and other contracts, a portion of the Albert funds has been reserved for the payment of a similar dividend on such further claims as may hereafter be established. A further call of £11 per share has been made on the contributories of the Albert for the payment of those obligations where the liability is not limited by express contract to the funds and assets of the company. A moiety of this call was payable on the 24th April last, the moiety not being payable till the 24th August next.

A "MARRIED WOMEN'S PROPERTY ACT" has recently received the assent of the Canadian Legislature. Following close upon the corresponding English Act of 1870, the Canadian Act also closely copies the provisions of the English Act. Thus, sections 1, 8, 10, 11, and 12 of the English Act are repeated almost without alteration in sections 2, 1, 3, 9, and 8 of the Canadian Act; the English sections regulating a married woman's property in the funds, in joint stock companies, and in savings banks, are reproduced *mutatis mutandis* in the Canadian sections relative to these matters, section 5 particularly enacting that the married woman "may vote by proxy or otherwise" in her capacity of stock holder or member of a company. The Canadian Act presents, however, some points of difference from the English Act, and in particular it contains no section corresponding to the 7th section of the English Act relative to personal property coming to a married woman under a will or by an intestacy; so that the question of the combined operation of Malins' Act and the Married Women's Property Act, which we recently discussed in this journal (16 S. J. 588), relative to reversionary interests in personal estate cannot arise in Canada. Again, the Canadian Act by its 1st section expressly excludes the husband from his curtesy in the real estate of his wife, whereas the English Act in its corresponding 8th section leaves the curtesy estate subsisting. These are the two principal differences between the two Acts as they at present stand.

The English Act is capable, as our readers know, of considerable improvement. Mr. Staveley Hill, Q.C., has a bill before the House of Commons designed to that end, which would certainly have provided for some, though not for all, of the shortcomings of the Act. This bill seems at the present time to have dropped out of sight, and will probably perish in the annual ceremony which takes place towards the close of each session, known as the "Massacre of the Innocents."

THE RESULT of the Commons' consideration of the Lords' amendments to the Ballot Bill, which appears in our Parliamentary Summary, leaves the bill the better, by the provision for scrutiny, than it was when sent up by the Commons to the Lords. The Lords' amendment as to "optional secrecy" was of course disagreed to, for it would have been fatal to the principle of the bill. On the whole it seems probable that the bill as it now stands, or very nearly thereto, will be accepted by their Lordships, in which case the country will owe them a large debt of gratitude for overcoming the unaccountable repugnance betrayed by the Government this session to the scheme providing for partial scrutiny. The amendment giving to the Act a merely temporary operation was a reasonable one, but not of much moment. The Commons altered back the hours of closing the poll, and (by the largest majority in the whole debate) again claimed school-rooms as available for polling-places.

DEPOSITS OF TITLE-DEEDS.

It cannot be denied that equitable mortgages by deposit of title-deeds are a very fruitful source of litigation. If Lord Eldon were alive, and could review the immense mass of reported decisions in which the effect of these deposits has been determined one way or the other, it is probable that his Lordship would consider the result as a further justification of his own abhorrence of permitting a mortgage to be established by a deposit of deeds. "I recollect," his Lordship is reported to have said in *Ex parte Mountfort* (14 Ves. 606), "the first determination establishing a mortgage by a deposit of deeds, which surprised the Bar considerably, and that feeling has been justified by every subsequent case upon the subject." Lord Eldon was then thinking only of difficulties and differences between the depositee and the mortgagor, or his representatives, but any mere questions of that kind are as nothing compared to the doubtful contentions which in our day arise continually between various incumbrancers of the same mortgagor.

An equitable mortgagee by deposit will be actively relieved against a subsequent legal mortgagee who had notice, or (which is only a different way of putting it) would have known but for his own negligence; otherwise, the legal mortgagee will be allowed to make the most of his legal estate. As between successive equitable incumbrancers, the rule *qui prior est tempore potior est jure* will commonly decide their priorities and rights over each other, though not if their equities are otherwise unequal.

But it takes a strong state of circumstances to render a legal mortgagee liable to be actively postponed to an earlier depositee of deeds—see the leading case of *Hewitt* v. *Loosemore*, 9 Ha. 458. It is the opinion of many, we might almost say most, of the leading practitioners in the profession, that the equity courts have in cases like *Hewitt* v. *Loosemore* gone too far in favouring the legal mortgagee. For instance,—to the rule laid down in *Hewitt* v. *Loosemore*, that if the second lender, before taking his legal mortgage, asks for the deeds, and receives a reasonable excuse for their non-production, though the deeds are at the time in the hands of an equitable mortgagee, the legal mortgagee has done all he ought to do, and will not be postponed—to this rule it has been objected that the legal mortgagee in such a case *should* be postponed, upon the well-known principle of equity, that it is the party who reposes a confidence who must suffer for its breach, and that the legal mortgagee, having chosen to believe the excuse made to him instead of declining to complete if the deeds were not forthcoming, is the party who ought to suffer. However that may be, *Hewett* v. *Loosemore*, *Hunt* v. *Elmes*, 9 W. R. 362, 2 De G. F. & J. 578, and a series of similar cases have established the rule beyond the power of anything short of the Legislature to change it; and there is, of course, the argument *per contra* that, after all, the mere equitable mortgagee by deposit must be content to run some risk if he chooses not to take the highest form of security, and that by stopping short of that he does in fact himself repose a certain confidence in the integrity of his depositor.

In *Hewitt* v. *Loosemore* the first depositee had all the deeds, and the subsequent legal mortgagee none. *Hunt* v. *Elmes* ushers in a class of cases which has since become rather common, in which the fraudulent mortgagor divides his deeds between two unsuspecting recipients. In *Hunt* v. *Elmes* a client advanced money to his solicitor on mortgage of two properties, and received from him a bundle of deeds, labelled as the deeds of both properties. The bundle in point of fact contained the deeds of one only of the properties, but the client, relying on this representation of his own solicitor, did not open the packet. Afterwards the solicitor conveyed the other property to a purchaser for value, who, receiving the deeds in due course, had no suspicion that the legal estate had already been dealt with. The Lords Justices, affirming the M.R., held that the plaintiff should not be deprived of the advantage of his legal estate; they held him not to have been guilty of negligence, Lord Justice Turner expressly observing that he ought not to be chargeable with negligence for having trusted his own solicitor. Here again the ruling is certainly inconsistent with the general rule of equity that a party who reposes a confidence is the party who must suffer if that consequence is betrayed. The decision, however, is a firmly established authority. Of course if the plaintiff had been a mere depositee of the deeds, the subsequent purchaser, who would in that case have had the legal estate, would have prevailed, there being no suspicion of negligence on his part. It is worth noticing that though the plaintiff got a foreclosure decrue against the defendant, the Court refused to compel the defendant to give up his deeds. Here it must be remembered that the plaintiff was mortgagee for a term only; had he been a mortgagee in fee the result might probably have been the same; but had he been a purchaser in fee, it seems, upon the principle of *Thorpe* v. *Holesworth* (17 W. R. 394, L. R. 7 Eq. 147) and *Newton* v. *Newton* (17 W. R. 238, L. R. 4 Ch. 144) that the defendant, having after the decree no scintilla of interest left him, would now be ordered to give up the deeds.

A deposit of deeds will create an equitable mortgage; but a deposit of what deeds? The deeds, to create an equitable mortgage, must be "material parts of the title," but as between the depositee and the depositor it seems from *Lacon* v. *Allen* (3 Drew. 583), that if the deposited deeds are a material part of the title, that is enough, even though there may be other deeds material, or even more material. And it would seem that the same is the case as between first and second depositees; for in the very late case of *Dixon* v. *Muckleston* (20 W. R. 619), where an owner in 1864 deposited with A. title-deeds of 1774 and 1814, and in 1863 deposited with B. the rest of the title-deeds showing a title from 1784, the Master of the Rolls held that A.'s charge had priority over B.'s. Here the question as between two successive depositees was treated simply as a question whether the first in time has a good equitable mortgage, and if so he is at once established in priority to the other. But if a legal mortgage had been taken by the second lender, the position of affairs would have been very different, for no decree could have been made against the legal mortgagee unless, on account of the absence of the deeds deposited with the first lender, he could have been fixed with negligence.

In *Hewitt* v. *Loosemore*, the equitable mortgagee by deposit himself filed the bill against the subsequent legal mortgagee, but the Court held him entitled to nothing more than his power of redeeming the legal mortgagee if he chose. But it does not follow that, *per contra*, the legal mortgagee, both parties being equally innocent, will be actively aided against the depositee. There is a very recent case in which an equitable mortgagee got some of the deeds, the remainder being afterwards handed to a legal mortgagee, whom the Court exonerated from a charge of negligence in not having opened the parcel of deeds handed to him; and on a bill by the legal mortgagee praying foreclosure against the mortgagor and a declaration of priority, with an order for delivery of the deeds, as against the depositee, Vice-Chancellor Giffard refused to declare the equitable mortgagee liable at the suit of the legal mortgagee (*Barnard* v. *Bywater*, 17 W. R. 71). The equitable mortgagee then filed his own bill asking to have his priority enforced over the legal mortgagee, but the Lords Justices, affirming the Master of the Rolls, refused to interfere against the legal mortgagee (*Ratcliffe* v. *Barnard*, L. R. 6 Ch. 654).

Mortgages by mere deposit of deeds, with or without a memorandum of charge, are popular on account

of the expense they save to the mortgagor, but there is no denying that the mortgagee pays for the mortgagor's advantage in his own risk.

MINES AND MINERALS.

In order to determine whether an excavation in the earth constitutes a mine, legally speaking, or not, one must, according to Lord Tenterden, C.J., look to the mode in which the substance is obtained, and not to its chemical or geological character (*Rex.* v. *Brettell*, 2 B. & Ad. 424). A mine, according to Sir George Turner, L.J., is an underground working, as distinguished from a quarry (*Bell* v. *Wilson*, 14 W. R. 493, L. R. 1 Ch. 303). In a well-known case, where limestone was got by means of sinking shafts perpendicularly down to the stratum of rock forty feet below the surface, it was held that the property was a mine, by reason of the mode of working it, and therefore not rateable to the relief of the poor, by reason of the implied exemption from rating of all mines other than coal mines by Stat. 43 Eliz. c. 2, on the principle *expressio unius est exclusio alterius*. *Rex.* v. *Brettell* (*sup.*) was a similar decision with reference to Stourbridge fire clay, the beds of which lie at a considerable depth below the surface, and are worked by shafts after the manner of coal mines. In *Rex.* v *Dunsford* (2 Ad. & El. 568), the question whether an excavation on the side of a hill for the purpose of working a bed of freestone was a mine, the freestone being got by means of underground galleries running into the side of the hill, was referred back to quarter sessions as a question of fact, and was there decided in the affirmative. It would seem, then, as if the definition of mines in Jacob's and Tomline's Law Dictionaries, where mines are defined as quarries or places whereout anything is dug, is too large, and that the definition of Dr. Johnson, "a place or cave in the earth which contains metals or minerals," is legally correct, or, at any rate, comes very near to the definition in *Bell* v. *Wilson* (*sup.*).

What, then, are minerals? The original meaning of the word must have been substances got by mining *i.e.*, by underground workings, as distinguished from surface operations. But the word has acquired a meaning of its own, independently of any question as to the manner in which the minerals themselves are gotten (*Hext* v. *Gill*, 20 W. R. 520). When we consider the various cases in which the meaning of this word has been discussed, usually upon a reservation of mines and minerals, it will appear that the word has no fixed meaning, but depends on the context in the absence of local usage. In *Midland Railway Company* v. *Checkley* (15 W. R. 671, L. R. 4 Eq. 19), where the words of the reservation were "all mines and minerals lying and being within or under the said lands or grounds," Lord Romilly, M.R., held that the reservation included every species of mineral which is *within* the land, as distinguished from *under* it, and clearly included quarrying as well as mining, using both those words in their special sense, everything being, in his Lordship's opinion, a mineral, except the mere surface, which is used for agricultural purposes; anything beyond that which is useful for any purpose whatever, whether it be gravel, marble, fire-clay, or the like, coming within the word mineral, when there is a reservation of the mines and minerals from a grant of land. So where all mines and minerals were reserved to the lord of the manor by an Inclosure Act, it was held that the word minerals must be understood in the proper sense, as including all fossil bodies or matters dug out of the soil, thus entitling the lord of the manor to work a stratum of freestone by quarrying it (*Earl of Rosse* v. *Wainman*, 14 M. & W. 859; followed in *Micklethwait* v. *Winter*, 6 Ex. 644).

Both *Earl of Rosse* v. *Wainman* and *Micklethwait* v. *Winter* proceed on the ground that the lord of the manor was entitled to the minerals within and under the soil before the inclosure, and that on the passing of the Inclosure Act he took back, by express reservation in the former case, and by implied reservation in the latter case, all that he had before. *Hext* v. *Gill* (*sup.*) proceeded on broader grounds. In *Hext* v. *Gill* all mines and minerals were reserved to the grantor, with liberty to work such mines and minerals. The question was, whether the grantor's successor in title was enabled by virtue of the above reservation to work the china clay by means of open pits or surface workings, which would be totally destructive of the surface for agricultural purposes. It was urged that effect could not be given to the reservation without destroying the previous grant, as a ground for holding that the reservation extended only to minerals got by underground workings. This argument had great weight with the Court in *Bell* v. *Wilson* (*sup.*); but the Vice-Chancellor, admitting the difficulty of accepting a view of the reservation which should operate to destroy the previous grant, yet found himself unable to give the word minerals any other than its ordinary meaning; and he accordingly held that the reservation included the china clay, although it could only be got by surface working totally destructive of the surface.

On the other hand, in *Darville* v. *Roper* (3 W. R. 467, 3 Dr. 294), where the question was as to the meaning of a reservation of the mines and minerals on a partition of real estate, Vice-Chancellor Kindersley held that minerals meant such substances as could only be worked by means of mines, as distinguished from quarries; and that limestone quarried out of the surface was not within the reservation. And in *Brown* v. *Chadwick* (7 Ir. C. L. Rep. 101) the Court, following *Darvill* v. *Roper*, held that the produce of an open quarry was not a mineral within the meaning of the reservation.

In *Bell* v. *Wilson* (*sup.*) where the reservation was of mines within and under the lands, whether opened or unopened, the Lords Justices relied on the words "opened or unopened" as pointing to the conclusion that it was not intended to authorise the working of minerals under the lands in question otherwise than by underground mining, and decided the case accordingly. In *Darville* v. *Roper* (*sup.*), which was not noticed by the Vice-Chancellor in his judgment in *Hext* v. *Gill*, Vice-Chancellor Kindersley based his conclusion mainly on the ground of intention, it appearing to him that the intention of the parties to the deed was that the exception should include only minerals to be got by underground workings. Upon the whole, it would seem as if the proper conclusion to draw from the cases is, that reservation of mines and minerals includes substances got by surface workings, unless there can be shown some local usage, or something in the grant itself, or in the reason of the thing, sufficient to induce the Court to consider the terms as used in the restricted and secondary sense in which they were used in *Darville* v. *Roper* and *Bell* v. *Wilson*. *Hext* v. *Gill* may seem a strong decision, but it should be remembered that the property lay in a district where streaming for tin, which is wholly destructive of the surface, is the commonest of mining operations, and must have been in the contemplation of the parties, though china clay was unknown at the date of the reservation.

Mr. Mark Smallpeice, solicitor, who has held the clerkship to the Dorking Board of Guardians for upwards of twenty years, is about to resign that appointment, in consequence of having been elected to a similar post at Guildford, the Local Government Board not sanctioning the holding of two such offices by one and the same person. There are two candidates for the post about to be vacated—Mr. James D. Down, solicitor, and Mr. Peter L. Marten, solicitor (firm, Hart, Hart, & Marten).

RECENT DECISIONS.

EQUITY.

RAILWAY COMPANY—COMPULSORY POWERS—VENDOR AND PURCHASER.

Harding v. *Metropolitan Railway Company*, L. C., 20 W. R. 321, L. R. 7 Ch. 154.

The circumstances of this case were peculiar. The question was whether the Company were bound to accept an assignment of certain leaseholds, taken by them under their compulsory powers, after paying the purchase-money for, and entering into possession of, the same; and this involved the question, which does not appear to have been hitherto decided, whether notice to treat, followed by payment of the purchase-money and entry into possession, created the ordinary relation of vendor and purchaser, entitling the landowner to force the Company to accept an assignment containing the usual indemnity against the rents and covenants of the lease. The defendant Company, for reasons of their own, declined to take any assignment of the property, contending that the relation created between them and the landowner by what had passed was not that of an ordinary vendor and purchaser involving an agreement, capable of being enforced by the Court, to accept an assignment, and they pointed out that, as assignees in possession, they would be liable in equity to indemnify the landowner, although they entered into no covenant to do so. (*Close* v. *Wilberforce*, 1 Beav. 112.) The Lord Chancellor, however, decided that the ordinary relation of vendor and purchaser was created by what had passed, and that the Company were liable to indemnify the landowner in the same manner as an ordinary purchaser.

The conclusion is, that a railway company who have given notice to treat, have paid the purchase-money, and have entered into possession, are bound to complete the purchase in the same manner as an ordinary purchaser. Mere notice to treat creates no contract (*Haynes* v. *Haynes*, 9 W. R. 497, 2 Dr. & Sm. 426), and only gives the landowner the right to compel the Company by mandamus to proceed to ascertain the purchase-money (*Adams* v. *Blackwall Railway Company*, 2 Mac. & G. 118). The contract begins when the price is ascertained (*Mason* v. *Stokes Bay Railway Company*, 11 W. R. 80), and from that moment the Company are, according to *Harding* v. *Metropolitan Railway Company*, in the same position with regard to the landowner as an ordinary purchaser.

REPRESENTATION BY INFANT THAT HE IS OF AGE—FRAUD.

Cornwall v. *Hawkins*, V.C.W., 20 W. R. 653.

Where an infant represents to another person that he is of full age, and enters into a contract with that person as if he were of full age, he cannot after his majority set up his infancy in derogation of the contract; and it is immaterial whether he was or was not aware that he was not at age at the time. (*Wright* v. *Snowe*, 2 De G. & Sm. 321.) For he cannot be allowed to take advantage of his own fraud. (*Savage* v. *Foster*, 9 Mod. 35.) But the mere omission to communicate the fact that he is a minor is not a fraud for which, notwithstanding his infancy at the time, he becomes on his majority answerable in equity. (*Stikeman* v. *Dawson*, 1 De G. & Sm. 90.) If a person chooses to enter into a contract with an infant without inquiring whether he is of full age, he must take the chance of the infant repudiating the contract on attaining his majority. In *Cornwall* v. *Hawkins*, an infant entered into a contract for hiring and service at a weekly salary, with a stipulation that he should not, within two years after the determination of the service, set up in the business of his employer within two miles of the place where that business was carried on. The representation on his part that he was of full age brought the case within *Wright* v. *Snowe*, and the Vice-Chancellor intimated that if the case had rested there he should have found no difficulty in deciding that the infant was not entitled on his majority to repudiate the contract; but his Honour preferred to decide the case on the ground of acquiescence, the infant having remained in the service of his employer on the footing of the contract for eighteen months after attaining his majority. It is, no doubt, the rule that an infant's contract is voidable by him on coming of age, in the absence of fraud; but then it is equally the rule that an infant who elects to avoid a contract must do so within a reasonable time after his majority, as numerous cases of infant transferees recently decided establish. (*E.g. Mitchell's case*, 18 W. R. 331, L. R. 9 Eq. 363, and *Ebbett's case*, 18 W. R. 394, L. R. 5 Ch. 302.) The defendant's counsel took an objection which possesses, at any rate, the merit of novelty as regards cases of this description, viz., that the defendant's implied adoption of the contract by remaining in the plaintiff's service on the footing of the contract after he attained his majority, did not satisfy the requirements of Lord Tenterden's Act (9 Geo. 4, c. 14, s. 5) with respect to the ratification in writing of infants' promises to pay. But even if the sum payable for liquidated damages under the contract was in the nature of a debt within the meaning of the Act (which remains to be decided), the Vice-Chancellor thought the defendant's acquiescence took the case out of the statute—a view which on general principles seems not to be disputed.

COMMON LAW.

POOR RATE—TOLLS.

Reg. v. *Caswill*, Q.B., 20 W. R. 624, L. R. 7 Q.B. 328.

The statute of Elizabeth imposing rates only on the occupiers of "lands, houses, tithes impropriate, propriations of tithes, coal mines, or saleable underwoods." The construction has long prevailed that in order to make a man liable to rates he must, except in the case of tithes, and to the rent-charge its substitute, be in actual occupation of some portion of the soil. Hence rights of way, rights of shooting, &c., if they are coupled with no occupation, are not rateable, but if they are coupled with occupation may be taken into account as enhancing the value of the occupation, as in *Reg.* v. *Battle Union* (15 W. R. 57, L. R. 2 Q. B. 9), where the occupying owner was rated in respect of rent which he received for the shooting of the land which he had let out, and the *Great Western Railway Company* v. *Badworth Union* (15 W. R. 579, L. R. 2 Q. B. 251), where a railway company was rated in respect of the running powers of another company over its line, in respect of which it had corresponding running powers over the other company's line. But these profits are profits derived from the occupation of the soil. With respect to tolls they are not considered as derived from the ownership or occupation of the soil, but they are the fruits of a franchise. The building where they are taken may have a value as a place for receiving them, in fact, as a collecting house, but it cannot be treated as enhanced by the value of the tolls: *Rex.* v. *Cole* (5 B. & C. 797), *Roberts* v. *Aylesbury* (22 L. J. M. C. 34). To this there is only one exception, or rather apparent exception; where what is called a toll is paid for the right to occupy a particular place, as with stallage or piccage, this payment is rightly considered as made not as part of the franchise but as rent for the land occupied; the two things are so distinct that they even follow different lines of descent—the tolls going to the heir of the grantee at common law, though the land, and the right to stallage as an issue of it, may go by the tenure of borough English to the youngest son. *Mayor of Northampton* v. *Ward* (1 Will. 109), *Heddey* v. *Wellhouse* (Moor. 474). The latter are therefore rateable. The distinction may appear arbitrary, but it is really involved in the form in which the statute imposes the rate; without occupation there is no liability to assessment. This distinction existed in the present

case; the owners of the market received one set of tolls for cattle brought into the market, another set called "shed rents" and "lodging rents." It was attempted (as it had been in the recent case of the *Mayor of London* v. *St. Sepulchre's*, L. R. 7 Q. B. 333) to rate the market owners in respect of the first class of tolls, but the Court, reluctantly following the authorities, held that this could not be done. The Court in both cases expressed a strong opinion of the absurdity of the distinction, but it is by no means clear that it is absurd. It is true the receipt of the tolls would not be possible without an occupation of the market; neither could a trade be carried on without a house to conduct it in. But places of business are not rated in respect of the profits made there, but of the letting value of the premises, and the conducting of a market may not unreasonably be said to be analogous to the carrying on of a trade.

Common Carrier.

Liverpool Alkali Company v. *Johnson*, C. P. 20 W. R. 633.

The defendant was an owner of barges, plying on the Mersey, but not between fixed termini, who conveyed goods for any one who offered a cargo, but did not carry goods belonging to different owners on the same barge at the same time, and made a separate agreement for each job. It was a question very open to argument whether he was liable, as a common carrier, but the decision that he was so will probably meet with general acquiescence. It is, however, impossible to reconcile the decision with the *nisi prius* ruling of Lord Abinger in *Brind* v. *Dale*, 2 Moo. & R. 80, which is accurately represented by the marginal note, "A town carman not conveying goods from any one known terminus to another, nor at any fixed rate, nor the goods of several persons at the same time, but plying in the street, undertaking jobs as he can get them, is not a common carrier." Every circumstance in the two cases corresponds, except that one was on the land, and the other on the water. That case, however, apart from the dissent from it of Story, J., is of very little authority, when the circumstances of it are considered, and it is remembered that it was no one's interest to question the ruling.

Practice—Joinder of Plaintiffs.

De Gendre v. *Bogardus*, C. P., 20 W. R. 663.

This case carries the amendment by addition of plaintiffs somewhat farther than any previous decision. The plaintiff sued on two counts, on one of which he might succeed, on the other he could not. He now sought to join a person who, as trustee for him, was the person entitled to sue on the one where he must fail, but had no right to sue on the one where he (the original plaintiff) might succeed. If there had only been that one count on which the trustee could sue, the attempt would have been an attempt to substitute a new plaintiff, like that made in *Clay* v. *Oxford*, L. R. 2 Ex. 54, when, the writ having been issued in the name of a dead man, it was unsuccessfully sought to substitute his representatives. But this being another, though a wholly different cause of action, the addition was with some hesitation allowed. The effect will be, that, whichever cause of action is established at the trial, the plaintiff to whom that cause of action belongs will obtain a verdict, the defendant having a verdict upon the other count against him, and upon both counts against the other plaintiff; but in no case can both plaintiffs succeed (see Com. Law Proc. Act, 1860, sec. 19). The probability is that the two causes of action were mutually exclusive, or at least substitutionary.

Criminal Law—Second Conviction.

Reg. v. *Willis*, C.C.R., 20 W. R. 632.

By 27 & 28 Vict. c. 47, s. 2, it was enacted that any person who "shall on indictment be convicted of any crime or offence punishable with penal servitude, after having been previously convicted for felony," must, if sentenced to penal servitude at all, be sentenced for a term of seven years at least. The doubt which arose here and in *Reg.* v. *Summers* (17 W. R. 384), whether the statute applies to prisoners who have not in the indictment been charged with the previous conviction, is at once answered by the observation of Willes, J., that the prisoner is entitled "to have his identity tried by a jury, which could not be, as the prior conviction was not upon the record." The difficulty would not have arisen, if instead of the word "after," the statute had used the words "and of." On the statute as it stands another question suggests itself; the prisoner will be within its words if he has been previously convicted of an offence subsequent in date to the offence in question, but the obvious design and policy of the statute is to annex the more severe penalty to a second offence; and it would no doubt be held that this is what is meant. It should have run thus:—"shall on indictment be convicted of any crime or offence punishable with penal servitude committed after a previous conviction for felony;" neither difficulty could then have arisen.

REVIEWS.

The Principles of Equity. Intended for the Use of Students and the Profession. By the late Edmund Henry Turner Snell, of the Middle Temple, Barrister-at-Law. Second Edition. By J. R. Griffith, of Lincoln's-inn, Barrister-at-Law. London: Stevens & Haynes.

Mr. Snell's volume, which we noticed favourably some four years ago on its first appearance, is a manual very well adapted for the use of students, being written and arranged with discrimination and intelligence. Unhappily, the author survived its publication but a short time. Mr. Griffith in preparing the second edition has, we think, carried out the work as the author would have wished it carried out, and has duly posted it up to the date of publication. The preface says:—"In preparing the second edition the editor has attempted, while following as far as possible the author's division of the subject, to bring it down to the present date, by reference to the more important changes effected by subsequent statute or case law, without, at the same time, expanding its size, or overloading its pages with cases. The whole book has been revised, and reference has been made to the latest authorities." Upon looking through the book we think that the performance comes up to what is here promised, and we have pleasure in stating our opinion that the work will continue to maintain the position it had already gained.

The Companies Acts, 1862-67, *Stannaries Act*, 1869, *Life Assurance Companies Act*, 1870, *and other Acts relating to Joint Stock Companies; with Analytical References, and copious Index; together with an Appendix containing the Rules and Forms of the High Court of Chancery regulating Proceedings under the Companies Acts*, 1862-67; *Miscellaneous Forms and Practical Hints on the Formation and Management of a Company, etc.* Third edition. By Anthony Pulbrook, Solicitor. London: Effingham Wilson.

This little volume has grown considerably since its first appearance in 1865. It is now an edition of the Acts, with cross-references to the sections, supplied also with a copious collection of forms and rules. The book being intended for the public rather than lawyers, decided cases are very properly ignored. The only original matter in the volume, besides the notes and cross-references and index, is the little appendix of "Practical Hints," which will be found useful. The compiler is quite right in giving no citations to cases, but there are a few instances in which their effect should have been noticed, as, for instance, with regard to rule 26 of the Rules in Chancery under the Act of 1862, which has been decided to be *ultra vires*. The little compilation, however, will be what it is meant to be, useful to directors and others practically concerned in the management of companies.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

March 20.—*Re the Anchor Assurance Company. Knox's case.*

Where after an amalgamation between the Anchor and the B. companies a policyholder in the Anchor Company on paying his premiums accepted B. Company's receipts with a reference to the policy as an Anchor Company's policy by the letters "An" in the margin this was held to be a reference merely for the purpose of identification, and not at all derogating from the force of the receipts as B. Company receipts.

In this case Mr. Steward appeared for Mr. Knox, and claimed against the Anchor Assurance Company on a policy granted by that Company on his own life in 1848.

This company had in 1857 become amalgamated with the Bank of London and National Provincial Insurance Association, which had itself in 1858 become amalgamated with the Albert Life Assurance Company.

Mr. Mercer appeared for the Anchor Company, but was not called on.

Lord CAIRNS said, There really is nothing in this case to distinguish it from those that have been already decided.

The claimant, Mr. Knox, before the receipt of the circular with regard to the bonus, had been paying his premiums to and taking receipts from the Albert—receipts headed by the title of the Albert Company, and making the Albert Company the recipient of the premium; and although there was a reference to the policy as an Anchor policy by the letters "An" in the margin, still that was a reference merely for identification, and not at all derogating from the force of the receipt as an Albert receipt.

Then a circular is sent to Mr. Knox from the Albert office speaking of the bonus about to be declared or paid; and speaking of it in the clearest terms as a bonus derived from the profits and trade of the Albert Company, giving Mr. Knox the usual option as to the mode in which that bonus might be applied for his benefit. He seems to have understood the letter, and he replied by selecting one of the various modes—namely, the mode of actual payment of the hard money to himself. The bonus was accordingly paid in the month of September of the year in which the circular was issued.

It appears to me that he clearly is in the position of a person who has received with his eyes open a bonus expressly stated to be out of the profits of the Albert Company, that therefore he has elected to be a policyholder of the Albert Company, and has done nothing whatever that could keep alive his claim against the Anchor, against which he now wishes to claim, and that his claim therefore must be refused with costs.

Solicitors, *Mercer & Mercer; Clowes, Hickley, & Steward*

April 24.—*Re the Medical Invalid and General Life Assurance Society. Dorning's case.*

Life assurance company — Amalgamation of companies— Winding-up— Policy— Novation of contract—Payment of premiums—Protest—Policyholder protesting on an amalgamation against a transfer of liability, and distinctly refusing to allow his policy to be indorsed or exchanged, held to be a creditor not of the amalgamated company, but of his original company.

D. was a policyholder in the M. Life Assurance Company, and paid his premiums through their agent in Manchester. On the amalgamation of the M. Company with the A. Life Assurance Company, the agent called on D. and told him the M. Company had transferred its business to the A. Company, and that he was their continuing agent, and at the same time requested D. to let him have the policy to be forwarded to London, either to be exchanged for a new A. Company policy or to be indorsed by the A. Company. D. refused to do so, and told the agent that he should hold the M. Company to the end as security for his policy, and that the agent must let his principals know that every future premium would be paid for the M. Company, and that he (D.) would never have them transfer their obligation without his consent, and that he would never give such consent. On the payment of the next premium in January, 1861, the agent again requested that the policy might be given up either for exchange or for indorsement. D. again refused; but in July, 1861, he gave up the policy to the agent for the purpose of being forwarded to the head office for examination, but he stated that the policy must not be exchanged or indorsed. On receiving the policy the agent sent back an acknowledgment stating that it had been received for indorsement. D. sent the receipt back saying he would not have the policy indorsed. Thereupon the receipt was altered. Afterwards the secretary of the company sent D. a receipt, in which it was stated that the policy was deposited for the purpose of indorsement. D. objected to the form of this receipt also. In June, 1863, the policy was, on D.'s application, returned to him indorsed. In May, 1865, the secretary of the Albert wrote to D., asking him to forward the policy to be exchanged or indorsed. Thereupon D. again told the agent that he would not have the policy either exchanged or indorsed. D. paid all his premiums to the same agent, and on each occasion said in reference to the forms of the receipt being A. Company's forms that it must be clearly understood it was not to be considered as a waiver of his claims against the M. Company. On the winding-up of the M. and A. Companies in 1869, it was

Held, that there was no transfer of the liability to the A. Company, and that, consequently, D. was still entitled to claim against the M. Company.

This was a claim by Mr. Dorning to rank as a creditor of the Medical Invalid, &c., Society, in respect of a policy granted to him by that society in 1850 for £800 on the life of Mary Whittaker. Mr. Dorning paid his premiums through Mr. Knight, the agent in Manchester of the society.

In his affidavit Mr. Dorning stated that between the 21st July, 1860, and the month of December, 1860, when the next half-yearly premium became due, Mr. Knight called upon him, and told him that the Medical Life Office had transferred their business to the Albert Insurance Office, and that he was their continuing agent, and at the same time he asked for the policy, that he might forward it to London, either to be exchanged for a new policy, or indorsed by such Albert and Medical Society. But Mr. Dorning positively refused to give him the policy for any such purpose, and stated that he would hold to the Medical Office and their proprietary to the end, as security for his insurance; and that every future premium he might pay in respect of such policy would be paid as and for the Medical Invalid and General Life Assurance Society only. When the next premium became due, viz., in January, 1861, Mr. Knight called upon him, and again asked him for the policy for exchange or indorsement. Mr. Dorning refused again; but, in July, 1861, consented to hand over the policy for the purpose of Mr. Knight forwarding it to his principals' head-office for examination; but Mr. Dorning stated to him most distinctly that the policy must neither be exchanged nor endorsed, and on the 20th July, 1861, sent the policy to Mr. Knight by his clerk, and received back from Mr. Knight a receipt in the words following, viz.—

"Manchester, July, 1861.

"Received from E. Dorning, Esq., his policy in the Medical Invalid and General Life Assurance Company, No. 3895, on the life of Mary Whittaker, for indorsement by the Albert and Medical Society on the same terms and conditions. GEORGE J. KNIGHT, Agent."

Mr. Dorning's affidavit continued as follows:—

"On reading the said receipt I at once sent my clerk to the said George Jepson Knight, to say I would not have the said policy exchanged, and he then altered the said receipt for endorsement as it appears; I again sent the receipt back, and said I would not have it endorsed, and his reply was that he would forward my instructions to the office as requested, but that it was no use altering the receipt again; it would do to show who had got the policy.

"I afterwards received a document in the words and figures following, namely:—

'1899. Albert and Medical Life Assurance Company,
'23rd July, 1861.

'I hereby certify that Mr. George Knight has this day deposited with me policy No. 2,895, on the life of Mary Whittaker, for £800, issued by the Medical Invalid and General Life Assurance Society for indorsement by The Albert and Medical Life Assurance Company.

'C. DOUGLAS SINGER, Secretary.'"

"Mr. Singer had been the Secretary of the said Medical

* Reported by Richard Marrack, Esq., Barrister-at-Law.

Society, and was then the Secretary of the Albert Insurance Society. I did not trouble myself about the said policy until the next following premiums became due respectively between that time and the 8th June, 1863, beyond stating last time I paid such respective premiums that I had paid to the original proprietary and not to the Albert Office, and objecting to the form of receipt, and inquiring why my policy had not been returned."

Mr. Dorning on the 8th June, 1863, wrote to Mr. Singer asking why the policy sent for examination had not been returned, and received the following reply:—

"Dear Sir, 2895, Med. Ind.—With reference to your letter of yesterday, I herewith return the above policy, the receipt of which you will please acknowledge. Yours faithfully, FRANK EASUM, Secretary."

In May, 1865, Mr. Knight received a letter from Mr Easum, the Secretary of the Albert Society, asking to have the policy forwarded for exchange or indorsement, and Mr. Dorning's affidavit continued—

"On receipt of the said letter I at once took the same to the said G. P. Knight, and showed it to him and stated that I would neither have the said policy indorsed nor exchanged.

"From the before-mentioned 8th June, 1863, up to and including the 27th July, 1869, I continued to pay the half-yearly premiums in respect of the said policy to the said G. P. Knight, and at the time of each payment I stated, in reference to the form of receipt being on the receipt forms of the Albert Life Assurance Company, that it must be clearly understood it was not to bind me to the said Albert Company nor to be considered as a waiver of my claim against the proprietary of the Medical Society, and that I should them responsible."

The agreement for amalgamation between the Medical Invalid Society and the Albert Company contained the following provision in clause 7:—

"That the policy holders in the Medical Invalid and General Life Assurance Society who shall decline to accept such substituted policies shall be entitled to keep on foot their present policies by paying the premiums thereon to the Albert Company, who shall undertake the liabilities of the said Medical Invalid and General Life Assurance Society in respect of such policies."

H. A. Giffard, for Dorning.

Lemon, for the Medical Invalid Society.

Lord CAIRNS.—As to the question against which company the claim is to be made, I have no doubt that this policyholder has not lost his right of proving against the Medical. I have in cases that are now very numerous held that where persons have allowed themselves to drift into dealing with the amalgamated company, to enter into relations with that new company and pay premiums, and to make no protest with regard to the footing upon which they are paying those premiums, they lose the security of the old company and become creditors of the new. But I must say that this gentleman seems to have had his eyes quite open to the consequences of what he was asked to do, and to have taken every care, that a reasonable man could take, not to let himself do it. He does not seem to have had any legal adviser; but from his own good sense he resisted every approach that was made to him for the purpose of having his policy endorsed or exchanged; and there being no contradiction to his evidence, and his evidence being distinct and clear, and I must say credible, as it seems to me, and supported by the written documents—namely receipts altered from time to time—and supported to a great extent by the evidence of Mr. Knight and his own clerk, I think I must take it that his claim is substantially proved. He paid his premiums to the Albert under a distinct protest that he was so paying in order to keep alive his claim on the Medical. His case is the strongest because, in the deed between the Albert and the Medical, the Albert was to receive premiums as agent for the Medical in respect of those policies where the holders did not consent to change them for Albert policies. Mr. Dorning must have his costs.

Solicitors, Walker, Kendall & Walker; Phelps & Sidgwick.

COURT OF CHANCERY.

The Lords' Justices have given notice that during next week, and the following week, they will hear the appeals which have been set down, and that they will not take any of the interlocutory business, except in cases of a pressing nature.

COURT OF BANKRUPTCY.

June 7, 14.—*Ex parte Dear, re White.*

A. was in the service of B. as a warehouseman at a yearly salary, payable half-quarterly as it became due, subject to a determination of the agreement on either side by giving three months' notice. B, who was a carpet warehouseman by trade, filed a petition for liquidation, under which a resolution to liquidate by arrangement was registered, and the trustee dismissed A. from his employment.

Held, that A., notwithstanding the fact that he had received payment of his salary in full up to the date of his dismissal, was not thereby debarred from proving under the 31st section of the Bankruptcy Act, 1869, for damages sustained by his dismissal without notice.

This was an application to reverse the decision of the trustee under a liquidation by arrangement whereby he rejected the claim preferred by Mr. George Dear for three months' wages or salary in lieu of notice. The debtor, W. T. White, carried on business at 78, Watling-street, London, and the claimant was a warehouseman in his service.

The claim was made under the second paragraph of the 31st section of the Bankruptcy Act, 1869, which provides that, excepting only demands in the nature of unliquidated damages arising otherwise than by reason of a contract or promise, "all debts and liabilities, present or future, certain or contingent, to which the bankrupt is subject at the date of the order of adjudication, or to which he may become subject during the continuance of the bankruptcy by reason of any obligation incurred previously to the date of the order of adjudication, shall be deemed to be debts provable in bankruptcy, and may be proved in the prescribed manner before the trustee in bankruptcy."

The circumstances under which the claim arose were set out in an affidavit of Mr. Dear, the applicant, which stated—

That for some considerable period previous to and up to and at the date of filing of the petition I was a warehouseman in the service and employment of the said W. T. White, at a yearly salary of £140, payable by him to me half-quarterly as it became due, according to agreement in that behalf.

That pursuant to such agreement I was entitled to have and receive and was also under contract or obligation to give three months' previous notice of the intention of the said W. T. White or of my own intention to put an end to the contract of servitude so established and existing between us.

That I never received any such notice from the said W. T. White or from any other person, but was dismissed from the further service and employment of the said W. T. White without notice on the 15th day of April, 1872, up to which day my wages or salary were paid to me at the rate aforesaid by or on behalf of the said W. T. White, or out of his estate, by the trustee acting thereunder.

That I have not received any equivalent in money or otherwise in the place or stead of such notice, and I therefore claim to prove under the estate of the said W. T. White for the sum of £35 for three months' wages or salary in lieu of notice, and for which said sum, &c., I have not received any manner of satisfaction, &c.

Plumptre, for the applicant.—The 31st section is very comprehensive in its terms, and it is impossible to contend that the debtor is not under a liability to the applicant upon a contract made long anterior to the date of the petition. The liability is clearly provable.

F. Knight, for the trustee.—The clerk having taken the benefit of the 32nd section by receiving payment in full of salary up to the time of his dismissal, the question is whether he is entitled to claim damages under the 31st section? Is there such a contract in existence the breach of which entitles him to damages? Bankruptcy does not of necessity terminate a contract: *Thomas* v. *Williams*, 1

Adol. & El. 685. In the present case there are no materials in existence by which the damages can be ascertained.

Cur. adv. vult.

Mr. Registrar PEPYS.—The facts in this case are simple and undisputed. They are all contained in the affidavit of the creditor, to which no affidavit in reply has been filed, and the accuracy of which is in point of fact admitted. [His Honour read the affidavit.] There are two points which I am called upon to decide: (1) whether the creditor is entitled to prove at all in respect of the damage arising to him from the breach of contract consisting in his dismissal without notice; and (2) whether, if he is entitled to prove, he is entitled to prove for three months' salary absolutely in lieu of notice, or whether he will only be entitled to prove for the damage which he may be able to show that he has actually sustained. To determine the first point it is necessary to refer to the words of the 31st section. Then, to ascertain what is comprised under the term "liability," we must refer to the third paragraph of the same section. It appears, then, that there is an express agreement to give a three months' notice, for the breach of which, if the employer had not become a bankrupt, the clerk would have had a right of action. If this section stood alone there would, I think, be no doubt that the creditor was entitled to prove, but it is immediately followed by the 32nd section, giving to clerks and servants certain priorities of payment, and it may very fairly be argued, as in fact it was argued, that the clerk having accepted the benefit of the 32nd section, and received payment of his salary in full up not only to the date of the adjudication but to the date of his dismissal by the trustee, is not entitled to claim for damages for breach of contract under the 31st section, but had made his election, and having received a preferential benefit was barred from all further claim. The question, therefore, has to be determined whether these sections are mutually exclusive of one another, or whether the benefits reserved to clerks and servants under them are cumulative. After some consideration I have come to the conclusion that the latter view ought to prevail, and that a clerk, although he has been paid in full under the provisions of the 32nd section, is not thereby debarred from proving for damages under the 31st section. And I am confirmed in this view by some remarks which fell from Lord Justice James in *Ex parte the Llynvi Coal and Iron Company, re Hide*, 20 W. R. 105, L. R. 7 Ch. App. 31. [His Honour read a portion of the judgment delivered by his Lordship.] It is true that these remarks were merely used as an illustration, and that an *obiter dictum* of any judge, however learned, has by no means the weight of a judicial decision. But I think that the whole tenor of the learned Lord Justice's judgment in that case supports the view that I am taking that the object of the Act of 1869 was to free the bankrupt from every liability, and to make every species of debt and liability provable against his estate under the bankruptcy. I am, therefore, of opinion that the creditor has established the first point necessary to his case, and that he is entitled to prove against the estate. But, as regards the second point, I do not think it follows as a necessary inference that because the clerk was entitled to three months' notice of the termination of his engagement, he is therefore entitled to prove for three months' salary, irrespective of proof as to any actual damage that he has sustained. In the case of domestic servants a special custom prevails that one month's wages is recoverable in lieu of the one month's notice; but that is a custom specially confined to menial servants, and is not to be unduly extended. I think that before the creditor can prove for damages he must show the actual damage that he has sustained. He must show that after using due diligence he has been unable to obtain another situation; or that having obtained another situation he has received less salary than that which he would have received if he had remained in the bankrupt's employment; and he can only be allowed to prove for the difference between the salary to which he would have been entitled in the latter case and that which he has actually received. In this particular case the matter is somewhat complicated by the fact that the trustee had continued to retain the clerk in his employment for some time subsequent to the adjudication, and that three months have not yet elapsed since the dismissal of the creditor by the trustee. I think, however, that the justice of the case will be met by allowing the creditor to prove for the damage which he has sustained by being dismissed by the trustee on the 12th of April without the three months' notice to which he was entitled under his special contract with the bankrupt,—such proof to be supported by an affidavit as to his inability to procure other equally profitable employment, and the trustee to be at liberty to cross-examine him upon such affidavit if he shall be so advised. There will be no order as to costs, except that the trustee will have his costs out of the estate.

Solicitors, *Bristow*; *Bennett*.

(Before Mr. Registrar MURRAY, acting as Chief Judge.)

June 19.—*Ex parte Slater, re Carvill.*

A creditor who, before the filing by his debtor of a petition for liquidation by arrangement, has served a writ of sequestration as against moneys due to the debtor from an insurance company, is a creditor "holding a security upon the property of the bankrupt," within the meaning of the 12th section of the Bankruptcy Act, 1869, and is entitled to a preference over the other creditors.

This was an application by the trustee under a liquidation by arrangement for an order that the North British and Mercantile Insurance Company should pay to him the balance of £800, being the amount of the agreed loss sustained by the debtor by reason of a fire which occurred upon his premises. The facts of the case are shortly stated *ante* p. 502, *sub nom. Re Carvill*, upon an application by the receiver for an interim injunction to restrain proceedings under a writ of sequestration issued out of the Court of Chancery at the suit of Miss Glassbrook, and the matter now came on for argument upon the question as to the title to the fund.

F. Knight, for the trustee, in support of the application.—A sequestration is merely a species of execution: *Ex parte Hughes*, 19 W. R. 771, L. R. 12 Eq. 137; and unless there be something more than a mere levy, the trustee is entitled. The mere deposit of a writ of *fi. fa.* in the lands of the sheriff is insufficient for the purpose of binding the goods: *Ex parte Williams, re Davies*, 20 W. R. 430. The Court has to be satisfied that what the claimant had done is sufficient to execute his writ. He also cited *Slater* v. *Pinder*, 19 W. R. 778, L. R. 6 Ex. 228; *Ex parte Rock, re Hall*, 19 W. R. 1129.

H. Davey, for Miss Glassbrook, who claimed to be entitled to £152 19s. 7d., portion of the fund.—It is clear that a writ of sequestration creates a charge upon choses in action: *Wilson* v. *Metcalf*, 1 Beav. 263, *Franklin* v. *Colhoun*, 3 Swans. 313, although the mode in which it may be enforced varies according to circumstances. *Burdett* v. *Rockley*, 1 Vernon, 58, shows the effect of a sequestration; and the observations of Stuart, V.C., in *Tatham* v. *Parker*, 1 W. R. 491, 1 Sm. and Giff. 506, are also applicable. Suppose an equitable assignment had been made after the sequestration, the sequestration-creditor would have priority to the equitable assignee, and the equitable assignee would have priority to the trustee. He also cited *Ex parte Rock, re Hall* (*ubi sup.*); Bankruptcy Act, 1869, s. 12.

Bathurst, for the company.

Mr. Morley (solicitor), for Mr. Nicoll, a judgment creditor.

The REGISTRAR.—I am satisfied that this lady did all that she could to obtain a security as against the money in the hands of the North British and Mercantile Insurance Company, and having regard to the cases of *Slater* v. *Pinder* and *Ex parte Rock re Hall*, that she has shown herself to be a creditor holding a security under the 12th section of the Bankruptcy Act, 1869. That section provides "that where a debtor shall be adjudicated a bankrupt, no creditor to whom the bankrupt is indebted in respect of any debt provable in the bankruptcy shall have any remedy against the property or person of the bankrupt in respect of any debt except in manner directed by this Act. But this section shall not affect the power of any creditor holding a security upon the property of the bankrupt to realise or otherwise deal with such security in the same manner as he would have been entitled to realise or deal with the same if this section had not been passed." Now, it appears that Miss Glassbrook, being plaintiff in a suit in the Court of Chancery, obtained an attachment in respect of certain costs amounting to £152, and on the 16th of April she obtained a writ of sequestration; and it is

now satisfactorily shown that a copy of this writ was on the same day served on the insurance company. It appears that the company had given a policy to indemnify the bankrupt from any fire which should take place upon his premises. A fire did take place, and an action was brought, which was settled by the company agreeing to pay £800, and on the 19th of April the debtor filed a petition for liquidation under which a resolution to liquidate by arrangement, and not in bankruptcy, has been registered and a trustee appointed. The question is whether the creditor is a secured creditor within the meaning of the act so as to give her a priority over the general body of creditors. I think she is. I think it is clear, and I have the authority, of the Chief Judge, if it be necessary to have authority for it, that a sequestration comes within the meaning of the 13th section; it is clear also that a sequestration binds *choses in action*. and it is equally clear that the only mode in which *choses in action* of this description can be secured would be by giving notice to the person entitled to pay the money—namely, the insurance company. In my opinion the service of the writ of sequestration is equivalent to seizure of the goods and chattels, and *Ex parte Rock re Hall* decides that where a creditor does all he can to obtain possession the goods are bound, and *Ex parte Williams re Davis* was an unsuccesful attempt to carry that case further. I hold, therefore, that the creditor in this case having done all she could to complete her title under the sequestration, is entitled to a preference over the other creditors.

Order for payment of £152 19*s.* 7*d. to Miss Glassbrook; costs out of the fund, except costs of Mr. Nicoll.*

Solicitor for the trustee, *Plunkett.*

Solicitors for Miss Glassbrook, *Learoyd & Learoyd.*

Solicitor for the insurance company, *W. R. Drake.*

COUNTY COURTS.

BRADFORD.

(Before W. T. S. DANIEL, Q.C., Judge.)

June 26.—*Wright* v. *Cockroft and others.*

30 *and* 31 *Vict. c.* 142, *s.* 8.—*Rule* 15.

County Court plaint heard in the County Court, thence transmitted to Court of Chancery, and re-transmitted thence to the County Court. Application for a rehearing refused.

This was a case in which the plaintiff prayed for a dissolution of partnership, which the plaintiff alleged to exist and for the settlement and adjustment of the accounts. The case was heard by Mr. Daniel in January, 1870, when his Honour held that there had been a partnership, and ordered that the accounts of the partnership should be taken by the Registrar of the Court, and it was found that the liabilities of the partnership exceeded £500, which rendered it necessary for the proceedings to be transmitted to the Court of Chancery in London. On the application of the plaintiff and with the consent of the defendants' the proceedings were re-transmitted to the County Court at Bradford, in order that they might be carried out and prosecuted.

Shaw, on behalf of the defendant Jagger, now applied for a re-hearing.

Mr. Terry opposed the application on behalf of the plaintiff, Wright.

A point of notice having been disposed of by consent,

Mr. DANIEL said his difficulty was that the case had already been before the Vice-Chancellor, and what were his powers after that? He referred to s. 8 of 30 and 31 Vict. c. 142, and said that the proceedings were transferred in order to be *carried* on in the county court, and his opinion was that Mr. Shaw's object could only have been attained by an appeal against his judgment, and at the time when the proceedings were in the county court, and before the transmission to London. He also referred to the words of Rule 15, under which the application was made. Could there be shown any special ground which would render it necessary for him to order a re-hearing; bearing in mind the special grounds enumerated by Lord Lyndhurst upon which alone the Court of Chancery would grant a re-hearing. He could see no grounds for coming to the conclusion that he had power to grant a re-hearing, and he should therefore dismiss the motion with costs. His view under the 15th rule was that the Court was forbidden to re-hear, except on special grounds, which would lead the Judge to consider such re-hearing necessary. He would adjourn the judgment so that he might write the grounds upon which he proceeded, and Mr. Jagger, if so advised, might take the opinion of the Court of Chancery.

Solicitors for the applicant, *Rawson, George, & Wade.*

APPOINTMENTS.

MR. MONTAGUE BERE, Q.C., Recorder of Bristol, has been appointed Judge of the Cornwall County Courts (Circuit No. 59), in succession to Mr. Charles D. Bevan, deceased, and held his first court at Penzance on the 1st inst. The new county-court judge is the son of the late Montague Baker Bere, Esq. (who was Commissioner of Bankruptcy for the Exeter district, a Deputy-Lieutenant of Devon, and Chairman of the Quarter Sessions for that county, and died in 1858), by his wife, Wilhelmina Jemima, third daughter of the late Right Rev. Dr. Sandford, Bishop of Edinburgh. He was born on the 9th July, 1824, and was educated at Cheam School, and at Balliol College, Oxford, where he graduated B.A. (2nd Class in Mathematics) in 1846. He was called to the Bar at the Inner Temple in May, 1850, and joined the Western Circuit, practising also at the Devon and Exeter sessions. In February, 1856, he was appointed to succeed Mr. Bevan, as Recorder of Penzance, on that gentleman being promoted to the County-Court Judgeship to which Mr. Bere is now nominated. He held the Recordership of Penzance till May, 1862, when he was nominated Recorder of Southampton, succeeding Mr. W. M. Cooke; and in May, 1870, he was appointed Recorder of Bristol, in the place of Sir Robert P. Collier, then Attorney-General, who was appointed to the office after the death of Mr. Serjeant Kinglake, M.P. Mr. Bere a few years ago conducted an inquiry into the condition of the parish of St. Pancras which met with the approval of the Government. Though he could have held the Recordership of Bristol in conjunction with the County-Court Judgeships, he has intimated his intention of resigning the former office, which is said to be worth £800 a year. As judge of Circuit No. 59 he will hold courts at Bodmin, Falmouth, Helston, Penzance, Redruth, St. Austell, St. Columb Major, and Truro, in Cornwall, besides several other adjoining towns in Devonshire to which the jurisdiction of the circuit judge had been extended since the death of Mr. C. Saunders and the absorption of Circuit No. 56. Mr. Montague Bere married, in August, 1852, Cecil Henrietta, second daughter of Captain T. W. Buller, R.N., of Strete Ralegh, Exeter; by her he has a family of five sons and four daughters.

MR. ROBERT ALEXANDER FISHER, Barrister-at-Law, of the Oxford Circuit, has been appointed, on the recommendation of the Home Secretary, to be secretary to the Judicature Commission, in succession to Mr. T. J. Bradshaw, who was appointed judge of the Northumberland County Courts on the 27th October, 1871. Mr. Fisher was called to the Bar at the Middle Temple, in January, 1850, and has for many years published "Fisher's Annual Digest."

Mr. John Farley Leith, barrister-at-law, the new M.P. for Aberdeen, is a son of the late Mr. James Urquhart Murray Leith, Capt. H. M.'s 68th Regiment (who was killed at the battle of Orthes), one of a younger branch of the Leiths, of Leith Hall, Aberdeenshire. Mr. J. F. Leith was born at Aberdeen in 1808, and educated at the Grammar School, Marischal College, and University of Aberdeen. He was called to the Bar at the Middle Temple in 1830. For many years he practised at Calcutta, but has now for some years had a large practice before the Privy Council in England.

THE ELECTION OF A SOLICITOR TO THE BOARD OF GUARDIANS, ST. GEORGE'S, HANOVER-SQUARE, UNION.—In reference to the paragraph which appeared on this subject in our impression of last week, Mr. W. J. Fraser wishes to state that, in consequence of important public business, which could not be postponed, the member who had undertaken to propose him as solicitor was unavoidably absent, in consequence of which Mr. Fraser, lost the benefit of his vote and influence.

GENERAL CORRESPONDENCE.

THE PROPOSAL FOR A MEDICO-LEGAL CONFERENCE ON INSANITY.

Sir,—As I was present at the meeting when Dr. Russell Reynolds read the paper on which you commented in last week's impression, and as I supported the recommendations with which he concluded, I shall, if you will permit me to do so, be glad to say that I consider it expedient that the movement proposed should be allowed to progress and be supported by those societies with which it is intended to communicate.

It has been stated that there is a considerable difference of opinion among members of the Bench, as there certainly is among members of the profession generally, as to whether the present state of the law on insanity, as applicable to criminal cases, is in a satisfactory condition.

My own impression is that it is not possible to frame any definition of law which will meet every case for which that definition should provide, and that, therefore, whether any alteration is made or not, the proper remedy is, whenever the plea of insanity is urged as a defence for a criminal act, to require the judge who tries the case to be assisted by a medical assessor of knowledge and experience on questions of insanity.

I conceive that the adoption of this suggestion would prevent this plea being raised in cases where no grounds exist to justify its introduction, and would give those cases in which it may be fairly urged a better chance of receiving more proper consideration than they can now (as the law stands) ever really hope to obtain.

Whether, however, your readers may agree with me or not, the contemplated movement deserves to be supported even if it should result in nothing more than in removing the doubts which at present surround the subject, and in establishing that no better definition of law can be adopted than that which now prevails. W. J. FRASER.

78, Dean-street, Soho, July 1.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 1.—The *European Assurance Society Bill* was read a second time and referred to a select committee.

Court of Chancery Funds Bill.—The Lord Chancellor moved the second reading.—Lord Cairns thought no just exception could be taken to the principle of the bill. As regarded suitors, it proposed nothing that was injurious and much that was beneficial. They would receive two per cent. interest, whereas they now received nothing unless they undertook the risk of investing their money in the funds, with the liability of having to sell out at a discount. They would also have the security of the Consolidated Fund. The existing machinery of the Accountant-General's Office, although well suited for times past, had become very old fashioned, and required replacing by that which would work more easily and rapidly. He thought that were the funds to be invested in the manner proposed, not only the suitors, but the public also would be benefited by the change. Under these circumstances he had no hesitation in supporting the second reading of the bill.—The bill was read a second time.

July 2.—The *Enclosure Law Amendment Bill* was read a second time.

HOUSE OF COMMONS.

June 28.—The *Parliamentary and Municipal Elections (Ballot) Bill.*—Consideration of the Lords' amendments.—On the Lords' amendment, making special provision for the death of a candidate between the nomination and the poll. On the motion of Mr. W. E. Forster, this amendment, which remedied a mistake in the bill arising from his having omitted to bring up a clause on the subject on the report, was agreed to.

On the Lords' amendment, omitting all the words providing for compulsory secrecy, Mr. W. E. Forster moved to disagree. The Government could not accept this amendment, because it would render the bill worse than useless; but to the principle of a scrutiny they would agree, though reluctantly, adding some safeguards.—Mr. Disraeli regretted that the Government would not accept the amendment, which, he thought, made the whole bill consistent. He suggested that the Lords might have acted more boldly than they had done, and have limited the bill to places where corruption largely prevailed.—Mr. Gladstone and Mr. Hanbury also opposed the Lords' amendment, which was supported by Sir M. H. Beach, and negatived by 302 to 234.

On the Lords amendment providing for a Scrutiny, Mr. Forster proposed to substitute another form, viz., that the ballot paper and the counterfoil shall have the same number printed on them, on the back of the one and the face of the other.—Mr. H. James protested against the principle of a Scrutiny.—The Scrutiny, with Mr. Forster's amendment, was carried by 382 to 137.

Several minor consequential amendments were agreed to.

The Lords' amendment providing that there should be a polling-place not more than two miles from any voter's residence was disagreed to on Mr. Forster's motion, after being supported by Mr. Hunt and opposed by Mr. Goldsmid.

The Lords' amendment prohibiting the use of school-rooms as polling-booths was opposed by Mr. Forster, Mr. Locke, and Sir R. Knightley, and supported by Mr. Birley, Sir M. Beach, Mr. J. G. Talbot, and Sir H. Croft, and rejected by 375 to 86.

On the Lords' amendment closing the poll at 7 in summer and 5 in winter, Mr. Forster moved to agree.—Mr. H. James, Mr. Beresford Hope, and Mr. Cross opposed, and the amendment was negatived by 227 to 190.

The *Albert and European Assurance Companies.*—Mr. S. Cave moved a resolution declaring that the Government ought to institute a searching inquiry into the causes of the failure of these companies. In his opinion misapplication of the funds by the managers in amalgamations, salaries, &c., lay at the root of it. It would be a public misfortune if proceedings so scandalous and so disastrous and so damaging to the commercial character of Englishmen, were not investigated.—Mr. Barnett seconded.—Mr. Sheridan, while supporting an inquiry, pointed out that there had already been ample investigation into the circumstances of both companies before the legal tribunals. He argued against the harsh judgment passed on these transactions by the mover of the motion; he read a long list of respectable names which had figured on the directorate of the two companies; and attributed the downfall of each solely to the attacks and intrigues of "wreckers and liquidators."—The Chancellor of the Exchequer, on behalf of the Government, could not assent to the appointment of any special tribunal with extraordinary powers, but offered a select committee to inquire into the European and Albert cases, and to report whether any further measures were needed.—Mr. Gregory agreed very much with Mr. Sheridan as to the evil of "wreckers and liquidators."—Sir J. Lubbock denied that "wrecking" alone could pull down an assurance company, unless grossly mismanaged.—Mr. S. Cave would leave the matter to the Government, and withdraw his own motion.

July 1.—The *Parliamentary and Municipal Elections (Ballot) Bill.*—Consideration of the Lords' amendments.—Mr. Forster moved to disagree with the Lords' amendment making the bill merely temporary.—Mr. O. Morgan said it would be competent for the House next session to repeal the Act if this amendment were rejected, but, if it were accepted, the House would have tied its hands for eight years. If this were a bad bill, why should they be saddled with it for eight years? If it were a good bill, the limitation was not needed.—After a lengthy debate, the House was divided by Mr. Beresford Hope, and the amendment was rejected by 246 to 165.

On the Lords' amendment as to the voting of illiterate electors, Mr. Forster moved an alteration, requiring that they should make a declaration of inability to read before a magistrate, and not merely before the returning officer, which was agreed to.—This, with some unimportant verbal amendments, closed the list.

The *Clerks of the Peace and Justices' Clerks' Salaries Bill* was withdrawn.

The *Naturalization Bill* passed through committee.

The *Baptismal Fees Bill* passed through committee.

The *Marriage with Deceased Wife's Sister Bill* was discharged.

The *Property of the Established Church.*—Mr. Miall moved an address to the Crown, praying that, by means of a Royal Commission, full and accurate particulars may be procured of the origin, nature, amount, and application of any property and revenues appropriated to the use of the Church of England.—Mr. Leatham seconded the motion. —Mr. Hughes moved an amendment directing the inquiries to ecclesiastical purposes generally, and to a reform of the parochial system. He argued in favour of an established church.—Mr. Welby seconded the amendment.—Mr. Illingworth supported the motion.—Mr. Cubitt, who had given notice of his intention to move for a commission to inquire into the property and revenues of dissenting bodies, opposed the motion.—Mr. Gladstone, on behalf of the Government, gave a decided negative to the motion.—On the question that the words proposed by Mr. Hughes be left out of Mr. Miall's resolution, the words were struck out by a large majority.—Mr. Hughes then offered to withdraw his amendment, but the question being put, it was rejected by 270 to 41. No question was put on what remained of Mr. Miall's resolution.

July 3.—*Commons Protection Bill.*—Sir C. Dilke moved the second reading of this bill, which he explained to be designed to take in hand the immense amount of land now owned by charitable corporations, to the gain, as he argued, both of those corporations and of the public. Mr. Gregory, Sir F. Goldsmid, Mr. Leeman, Lord Henley, Mr. Hinde Palmer, and the Attorney-General, opposed the Bill, which was supported by Mr. Morrison and Mr. Whalley, and thrown out by 184 to 17.

OBITUARY.

MR. W. DUGMORE, Q.C.

The death of Mr. William Dugmore, Q.C., took place at Cannes, on the 1st July, at the age of seventy-one years. He was a younger son of the late John Dugmore, Esq., of Swaffham, Norfolk (some time a Commissioner of Inclosures and Receiver-General of the Crown Rents of Norfolk, Suffolk, and Lincolnshire), by Elizabeth, daughter of — Woodrow, Esq.; and was therefore a brother of John Dugmore, Esq., of Swaffham, and of the Rev. Henry Dugmore, M. A., rector of Pensthorpe, in Norfolk. Mr. William Dugmore was called to the Bar at Lincoln's-inn on the 24th June, 1828, and was created a Queen's Counsel in 1861. The death of his youngest daughter Antonia Henrietta, took place at Cannes on the 22nd June, a few days prior to his own decease.

MR. W. GRAY.

Mr. William Gray, barrister-at-law, of East Bolton, in the county of Northumberland, died on the 27th June, in the seventy-sixth year of his age. He was the eldest son of the Right Rev. Robert Gray, D.D., Lord Bishop of Bristol (who died in 1823), by Elizabeth, daughter of Thomas Camplin, Esq., of Bristol, and was born in 1796. He was educated at Eton, and at Christ Church, Oxford, where he graduated B.A. in 1820. He was called to the bar at the Inner Temple in May, 1824, and practised on the Northern Circuit for about twenty years, attending also the Durham, Newcastle, and Northumberland sessions; on relinquishing practice he was nominated a justice of the peace and deputy-lieutenant for the county of Northumberland. Mr. Gray married, in 1827, Eleanor, eldest daughter of the late Lieut.-General Walter Ker, of East Bolton, and of Littledean, Roxborough; his eldest son by this lady, in whose right he became possessed of the East Bolton estate, is Captain William Ker Gray, of the 86th Foot, who was born in 1828.

MR. R. BLAGDEN.

Mr. Richard Blagden, solicitor, of Petworth, Sussex, died at that place on the 26th June, at the age of 51 years. He was born in 1821, and was admitted an attorney in 1845. He acted for some years as deputy coroner to his uncle, the late Mr. John Luttman Ellis, solicitor; and in 1855 he was appointed coroner for the western division of the county of Sussex, in succession to Mr. Ellis. The late Mr. Blagden was also registrar of the Petworth County Court, having previously been assistant-clerk under the late Mr. M. J. Sowton, of Chichester, and became registrar in 1856. He likewise filled the office of magistrates' clerk for the Petworth petty sessional district, in conjunction with Mr. Henry Upton, his partner in business, for many years. Mr. Blagden has left a wife and seven young children; he was a brother of Mr. John A. Blagden, a surgeon, of Petworth, who attended him in his last illness, in consultation with Sir William Gull, Bart.

MR. C. J. GUNNER.

Mr. Charles James Gunner, solicitor, of Bishop's Waltham, Hants, committed suicide at the Grosvenor Hotel, Chester, on the 27th June. The unfortunate gentleman, who was in his fifty-fourth year, and had been suffering from hypochondria for some time, had been advised to travel, and left Ryde on Saturday last, in company with another gentleman and a man-servant. He arrived at Chester on Wednesday, and the next morning he was found dead on the floor of his bedroom, with his throat cut. An inquest was held, and after hearing the evidence of his brother, who stated that he considered the deceased's brain had been overwrought by constant attention to business, the jury returned a verdict of "suicide during temporary insanity." Mr. C. J. Gunner was a younger son of the late Mr. William Gunner, solicitor, of Bishop's Waltham, by his wife, Lucy Matilda, daughter of Thomas Ridge, Esq., of Kilmiston House, Hampshire; he was therefore a brother of Thomas Gunner, Esq., Recorder of southampton, and Deputy-Judge of the Hampshire County Courts. He was admitted an attorney in 1840, and for about ten years was in partnership with his father; but he was latterly the principal partner in the legal firm of "Gunner, Renny, & Hellard," and was also head of the local banking firm of Gunner & Co. He was registrar of the Bishop's Waltham County Court, and clerk to the magistrates for the division of Droxford; the firm to which he belongs being also clerks to the trustees of the London and Southampton, Bishop's Waltham, and Fisher's Pond turnpike roads, and treasurers to the Droxford Union. Mr. Gunner leaves a widow and a large family.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, London, on Wednesday last, Mr. John Smale Torr in the chair. The other directors present were, Messrs. Brook, Hedger, Monckton, Nelson, Rickman, and Sidney Smith; Mr. Eiffe, secretary. A donation of £60 was granted to the necessitous widow of a late member of the association, and a sum of £30 was distributed in grants of assistance to the necessitous families of four deceased non-members. The result of the late anniversary festival was reported to be a net gain to the funds of the association, after payment of all the expenses, of £612, and an accession to the list of 84 new members. Resolutions of thanks to Lord Cairns, who presided, and to the principal donors, were unanimously passed, and other business of a general nature transacted.

LAW ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Thursday last, Mr. Desborough in the chair. The other directors present were Messrs. Steward, Burgess, Carpenter, Collisson, Drew, Kelly, Nisbet, Sidney Smith, Styan, Whyte, and Boodle (secretary). A sum of £55 was distributed in grants to the families of seven deceased non-members, one new member was elected, and other general business was transacted.

LAW STUDENTS' DEBATING SOCIETY.

The annual meeting of this society was held on Tuesday last at the Law Institution. The report of the committee showed that there are now on the rolls of the society 175

members, being an increase of 16 since last year; that the average length of the meetings had been two hours; and that the average attendance of members throughout the session had been 22. A vote of thanks to the officers of the past year was carried, and the following were the officers elected for the ensuing session:—For treasurer, Mr. A. G. Harvie; for secretary, Mr. John Indermaur; for committee, Mr. Austin, Mr. Gordon, Mr. Hargreaves, Mr. Sturdy, and Mr. Wm. Webb, jun.

At the close of the meeting the society adjourned until Tuesday, 29th October next.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, July 5, 1872.

3 per Cent. Consols, 92¾	Annuities, April, '85
Ditto for Account, Aug. 1, 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¼	Ex Bills, £1000, — per Ct. 2 pm
New 3 per Cent., 92¼	Ditto, £500, Do —2 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —2 pm
Do. 2½ per Cent., Jan. '94	Bank o England Stock, 4½ per Ct. (last half-year) 2¼
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 107
Ditto 5 per Cent., July, '80 109¼	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do. 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88 10s	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96½	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	106
Stock	Caledonian	100	114¼
Stock	Glasgow and South-Western	100	133
Stock	Great Eastern Ordinary Stock	100	51¼
Stock	Great Northern	100	140½
Stock	Do., A Stock*	100	165½
Stock	Great Southern and Western of Ireland	100	115
Stock	Great Western—Original	100	115½
Stock	Lancashire and Yorkshire	100	157½
Stock	London, Brighton, and South Coast	100	77¼
Stock	London, Chatham, and Dover	100	26
Stock	London and North-Western	100	151
Stock	London and South Western	100	107½
Stock	Manchester, Sheffield, and Lincoln	100	77¼
Stock	Metropolitan	100	62
Stock	Do., District	100	31¾
Stock	Midland	100	148½
Stock	North British	100	69¼
Stock	North Eastern	100	169
Stock	North London	100	132
Stock	North Staffordshire	100	78
Stock	South Devon	100	71
Stock	South-Eastern	100	100

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

During the early part of the week the various markets improved in strength, and the announcement of the terms on which Germany is to evacuate France produced no adverse effect, though the introduction of an eighty million loan is believed to be a necessary consequence. Later, the markets became dull, the railway market especially, in which sales were pressed. They are now improving again. The flood of new joint-stock companies continues unabated.

Messrs. Grant, Brothers, invite applications for 1,500,000 dols. seven per cent. first mortgage building bonds, in 1,500 bonds of 1,000 dols. each, of the Western Union Telegraph Company of the United States, the price of issue being 92 per cent. The prospectus states that the object of the company is to erect in New York a central building of eight stories, and a site has been secured at the corner of Broadway and Dey-street. The principal to be repaid in gold in 1902. The bonds are quoted at 2 to 2½ prem.

The Limited Partnership Company (Limited), with a capital of £500,000, in 50,000 shares of £10 each, first issue of 25,000 shares of £10 each, is a new undertaking. The company proposes to invest money for stated periods, in accordance with an Act of Parliament entitled "An Act to Amend the Law of Partnership" passed in 1865, and generally known as the "Limited Partnership Act." It enables those who wish to invest in private partnerships to share the profits of a business without incurring any liability beyond the amount invested, and gives scope for the employment of capital in the general trade of the country, without the costliness of joint-stock undertakings, which frequently absorb a large proportion of profit which would be saved were capital and trade brought directly into communication by a more simple methed.

Mr. John Loxdale, late Clerk of the Peace for the county of Salop, qualified as a magistrate on the 1st July, at the Court of Quarter Sessions at Shrewsbury.

Capital punishment has just been abolished in the State of Iowa.

THE STATUS OF PRIESTS IN FRANCE.—The question whether a priest is a public functionary has been decided by the tribunals of Chartres and Besançon; it was solved in an opposite sense by both. It appears from the *Temps* that M. Riviere, the curé of an important commune in the environs of Chartres, was not friendly with the maire of the village. The maire made out that the Abbe Riviere one day had what he euphoniously called a "mouvement de vivacité" with regard to one of his female parishioners, in consequence of her having occupied a seat in church to which she had no right. In plain terms, the Abbe Riviere had turned her out of this seat. The *Union Agricole* related the circumstance, placing it in the strongest light. The curé brought an action for libel against the paper, and an inquiry took place, which did not elicit the truth of the facts brought forward by it. The consequence was that the editor, the writer of the article, the maire, and a person who distributed the papers were all brought before the correctional police. The persons inculpated pleaded that the tribunal was not competent, that the curé had a public character, and that the affair ought to be brought before a jury. This argument was supported by M. Vavasseur, formerly Master of Requests. M. Lachaud maintained that the priest was not a public functionary, the proof of which is according to him, that no one is obliged to obey a priest—that he cannot, for instance, force any one to go to mass. The tribunal of Chartres took the former view, the tribunal of Besançon the other, so that the Court of Appeal will have to decide the matter.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 21.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Streatham-common, Norbury, building land 12la. 0r. 14p. freehold. Sold £15,000.

Messrs. DANIEL SMITH, SON, & OAKLEY.

Oxon, near Burford.—The Fifield Manor Estate, comprising in all 577a. 3r. 36p. Sold £15,000.

Warwickshire.—Ansley, two cottages with gardens. Sold £150.

June 26.—By Mr. W. H. MOORE.

Southwark.—Nos. 1 and 2, Bermondsey-street, freehold. Sold £480.

Nos. 3 and 4, adjoining. Sold £540.

Nos. 5 and 6. Sold £500.

No. 7. Sold £285.

Nos. 8 and 9. Sold £510.

Hampstead-road.—No. 56, George-street, term 38 years. Sold £610.

No. 56a, adjoining. Sold £210.

No. 57. Sold £510.

June 27.—By Messrs. BEADELS.

Essex, near Brentwood, "The Bury Farm," and 250a. 3r. 22p. Sold £7250.

"Bodens and Herds," farm, containing 78a. 3r. 23p. Sold £2480.

June 28.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Sussex, near East Hoathley.—Freehold farms, comprising 552 acres. Sold £18,000.

By Messrs. RUSHWORTH, ABBOTT, & Co.

Haymarket.—Nos. 13 and 14, Archer-street, freehold. Sold £1,500.

Surrey, near Walton.—Two freehold cottages. Sold £710.

Peckham.—Freehold ground-rents of £205 5s. 10d. per annum. Sold £5,365.

Nunhead.—Ditto of £63 10s. per annum. Sold £1,320.

Bromley.—Ditto of £4 per annum. Sold £80.

July 1.—By Messrs. DANIEL, SMITH, SON, & OAKLEY.

Herts, near Bovington.—The Green Farm of 55a. 3r. 15p. Sold £3,200.

Several inclosures of freehold land, containing 39a. 0r. 17p. Sold £2,425.

July 2.—By Messrs. DRIVER.

Yorkshire, near Tadcaster.—The freehold residential domain known as the Grimstone-park Estate, embracing an area of 2,875 acres, with the advowson of Kirkby Wharfe. Sold £265,000.

Devonshire, near Bideford.—Netherdown farm, containing 32a. 0r. 12p. leasehold. Sold £400.

Rent charges, amounting to £12 19s. 9d. per annum, freehold. Sold £265.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Henley-on-Thames.—Residence, known as Fairfield, and 8 acres freehold. Sold £6,050.

New North-road.—No. 50, Wenlock-street, term 70 years. Sold £330.

No. 52. Sold £325.

Nos. 54, 56, and 58. Sold £335 each.

Dalston.—Nos. 73, 75, and 91, Richmond-road, term 73 years, Sold £500 each.

No. 110, term 60 years. Sold £350.

No. 112. Sold £360.

No. 122. Sold £500.

Commercial-road.—No. 30, New-street, term 34 years. Sold £265.

No. 38, Rutland-street, same term. Sold £230.

No. 40. Sold £220.

Haverstock-hill.—No. 1, 2, and 3, Powis-cottages. Sold £1,500.

No. 12, Powis-place, term 52 years. Sold £500.

No. 7, Cradock-street, freehold. Sold £270.

Dalston.—No. 38, Sandringham-road. term 94 years. Sold £425.

July 3.—By Messrs. DRIVER.

Kennington-park.—"Oval House" and a ground-rent of £23 8s. per annum, term 17 years. Sold £500.

By Messrs. EDWIN FOX & BOUSFIELD.

Clapton.—No. 16, Clapton-square, freehold. Sold £650.

AT NORWICH.

June 27.—By Messrs. BUTCHER & BOWLER.

Norfolk.—Stoke Holy Cross, a residence, with farmhouse, and 141a. 3r. 31p. Sold £7,750.

East Dereham.—The Park Farm and 242a 0r. 27p. Sold £15,300.

A farm, containing 139a. 1r. 14p. Sold £5,900.

A farm, contnining 42a. 3r. 6p. Sold £2,410.

A farm, containing 70a. 0r. 3p. Sold £3,100.

A farm, containing 101a. 0r. 38p. Sold £3,200.

"The Lodge" public-house, and 1a. 3r. 33p. Sold £560.

Cottages and 0a. 3r. 23p. Sold £240.

An enclosure containing 3a. 0r. 4p. Sold £255.

Cottage, &c., and 12a. 2r. 27p. Sold £750.

Enclosure, containing 4a 3r. 10p. Sold £300.

Enclosures, containing 47a. 0r. 10p. Sold £2,350.

Three enclosures, 9a. 2r. 4p. Sold £550.

The manor of Tuddenham. with its rights, &c. Sold £1,300.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHUBB—On July 2, at The Chestnuts, Elmer's-end, Kent, the wife of E. M. Chubb, Esq., solicitor, of a son.

LEE—On July 3, at 35, Connaught-square, the wife of L. Yate Lee, Esq., of Lincoln's-inn, barrister-at-law, of a daughter.

DEATHS.

BIGGENDEN—On July 3, at No. 42, Milner-square, Islington, John Biggenden, Esq., of No. 5, Walbrook, solicitor, in his 66th year.

HALES—On July 2, at 9, Claverton-street, S.W., Charles Boileau, the infant son of Francis R. Hales, Esq., of that place, and Harwich.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, June 28, 1872.

Parker, Hy, jun, Thos Jas Rocke, Fredc Searle Parker, and Wm Searle Parker, Bedford-row, Attorneys and Solicitors. June 24

Robinson, Thos, and John Foster Johnson, Huddersfield, York, Attorneys and Solicitors. June 24

TUESDAY, July 2, 1872.

Mutlow, Wm, and Vaughan Barber, Ledbury, Herts, Attorneys and Solicitors. June 29

Winding up of Joint Stock Companies.

FRIDAY, June 28, 1872.

UNLIMITED IN CHANCERY.

Planet Benefit Building and Investment Society.—Petition for winding up, presented June 24, directed to be heard before the Master of the Rolls on July 6. Lewis and Co, Old Jewry; agents for Oliver and Botterell, Sunderland, solicitors for the petitioners.

LIMITED IN CHANCERY.

Anglo Italian Mining Company (Limited).—Petition for winding up presented June 27, directed to be heard before the Master of the Rolls on July 6. Barker, St Michael's House, Cornhill, solicitor for the petitioners.

TUESDAY, July 2, 1872.

LIMITED IN CHANCERY.

London, East Coast, and Continental Steamship Company (Limited) Petition for winding up, presented June 28, directed to be heard before Vice Chancellor Wickens on July 12. Wragg, Gt St Helen, solicitor for the petitioners.

STANNARIES OF CORNWALL.

TUESDAY, July 2, 1872.

Rosewarne United Mining Company.—Petition for winding up, presented June 27, directed to be heard before the Vice Warden, at the Vice Warden, at the Prince's Hall, Truro, on Wednesday, Aug 7 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Aug 3, and notice thereof must at the same time be given to the petitioner, his solicitors, or their agents. Gregory and Co, Bedford-row; agents for Hodge & Co, Truro, petitioner's solicitors.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 28, 1872.

Andrews, Fras, Wilson green, Birm, Spinster. July 20. Andrews v Woodward, V.C. Malins. Sargent, Birm

Broughton, Geo, Stanley pl, Pimlico, Gent. July 25. Broughton v Broughton, M R. Sawtell, Red Lion sq

Cleverley, Saml, Queen Anne st, Cavendish sq, Doctor. July 29. Cleverley v Cleverley, M.R.

Foulkes, Geo, Chester, Builder. July 29. Lamb v Walmsley, V.C. Wickens. Helps & Co, Chester

Tapley, Benj, Orchard pl, Camberwell New rd, Esq. July 8. Cove v Eggar, V.C. Wickens. Hedges & Stedman, Red Lion sq

Walker, Benj, Coleorton, Leicester, July 26. Squires v Walker, V.C. Malins. Fisher, Ashby-de-la-Zouche

Wallis, Edwd, Garratt lane, Wandsworth, Horse Slaughterer. July 26. Landon v Wallis, V.C. Wickens. Pike, Old Burlington st

Whitaker, Jane, Beverley, York, Spinster. July 25. Southwick v Southwick, V.C. Malins. Julian, Kingston-upon-Hull

Woods, Eliz, Bolton-le-Moors, Lancashire. July 10. Woods v Woods, V.C. Wickens. Jackson, Rochdale

Woods, John, Gt Bolton, Lancashire. July 10. Woods v Woods, V.C. Wickens. Jackson, Rochdale

TUESDAY, July 2, 1872.

Chaplain, Maria, King's rd, Chelsea, Spinster. July 22. Cleary v Kennington, V.C. Wickens. Robinson & Preston, Lincoln's inn fields

Company of Proprietors of the Auction Mart, wound up in December, 1864. July 20. Ellis v Musgrove, V.C. Malins

Jackson, Ann, Nottingham, Widow. July 30. Bevis v Jackson, V.C. Wickens. Silberberg, Cornhill

Yearsley, Jas, Savile row, Surgeon. July 9. Deacon v Yearsley, V.C. Wickens. Jackson, Cannon st

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, June 25, 1872.

Smith, Miles, Middleham, York, Gent. July 31. Baker & Blaker, Cloak lane, Cannon st

Smith, Robt, Selby, York, Cattle Dealer. Aug 1. Bantoft, Selby

Tardrew, Louisa, Monkleigh, Devon, Widow. Sept 20. Burder & Dunning, Parliament st

Tracy, Dowdeswell John Ellis, Dartford, Kent, Esq. Aug 14. Tucker, Barnstaple

Waring, Thos, Petersham, Surrey, Esq. Aug 26. Rivolta, Lincoln's inn fields

Young, Sarah, Bolton, Lancashire, Widow. Aug 20. Watkins & Son, Bolton

FRIDAY, June 28, 1872.

Anderson, Thos, Brighton, Sussex, Esq. Sept 1. Crowdy, Serjeants' inn, Fleet st

Birch, Robt, Inns of Court Hotel, Holborn, Esq. Aug 10. White, Usher's Quay, Dublin

Blamires, Joseph, Bradford, York, out of business. Sept 1. Wood & Killick, Bradford

Brown, Jane, Clapham rd, Spinster. Aug 7. Richards, Warwick st, Regent st

Challenor, Jas, Horton, Stafford, Gent. Aug 1. Redfern & Son, Leek

Hall, Sarah, Hart's lane, Bethnal green rd, Widow. Aug 1. Tathams & Co, Frederick's pl, Old Jewry

Hemsley, Ann Hoton, Leicester, Widow. July 31. Richards, Nottingham

Hood, Very Rev Saml, Rothesay, Dean of Argyll. Aug 12. Cunliffe & Beaumont, Chancery lane

Humphreys, Sarah Ann, Bridge wharf, Deptford, Widow. Aug 15. Francis, Monument yd

Listowel, Rt Hon Maria Augusta Countess Dowager of, Rutland gate, Hyde pk. Aug 26. Wynne & Son, Lincoln's inn fields

Maiden, Fras, Cheltenham, Gloucester, Widow. Sept 24. Barneby, Worcester

McToldridge, Jas, Dover, Kent, Gent. July 31. Fox, Dover

Moir, Wm, Lpool, Merchant. Aug 1. Lyne & Holman, Austin Friars

Penfold, Sarah, Rustington, Sussex, Widow. Aug 1. Kingsford & Dorman, Essex st, Strand

Penfold, Wm Burton, Madeira, Merchant. Aug 28. Roy & Carwright, Lothbury

Proud, John, Spennymoor, Durham, Innkeeper. Aug 13. Thornton, Bishop Auckland
Sinkinson, Edwd, Mitchell Land, Crook, Westmorland, Yeoman. Sept 2. Fisher & Gatey, Windermere
Snodgrass, Adam, Kirkdale, Lpool, Cartowner. Aug 1. Paget, Lpool
Southworth, Thos, Warton Brows, Lancashire, Gent. July 18. Kay, Blackburn
Symes, Hy Joseph, Yatton, Somerset, Gent. July 31. Daniel & Cox, Bristol
Trivett, Saml, Nottingham, Gent. Aug 17. Lees, Nottingham
Viall, King, Baythorn Park, Essex, Gent. Sept 29. Harris & Morton, Halstead
Ware, Gilbert, Stoke Cannon, Devon, Gent. Aug 1. Geare & Tozer, Exeter
Waters, Stephen, Horsmonden, Kent, Grocer. Aug 1. Hinds, Goudhurst
Woodbridge, Maria, Harrow-on-the-Hill, Middx, Builder. Aug 10. Holt & Son, Guildford st

TUESDAY, July 2, 1872.

Archer, Sarah, St James rd, Croydon, Widow. Aug 12. Boyer, Old Jewry chambers
Beecham, Wm Pain, Newtown, Montgomery, Solicitor. Sept 30. Woosnam and Talbot, Newtown
Carpenter, Saml Alfd, Edgbaston, Birm, Brace Manufacturer. Aug 25. Saunders and Bradbury, Birm
Daintree, Simon Alfd, Fendrayton, Cambs, Gent. Sept 13. Greene and Co, Huntingdon
Dobie, Thos, Maryport, Cumberland, Painter. Aug 28. Collin, Maryport
Dutton, Joseph, Standlake, Oxford, Gent. Aug 29. Skinner, Bampton
Edwards, Jas, Mold, Flint, Miller. Aug 20. Edwards, Pentre Mills, Mold
Fowler, Robt John, Paris, Gent. Aug 1. Tathams and Co, Frederick's pl, Old Jewry
Haycock, Edwd, Shrewsbury, Salop, Architect. Aug 10. Sprott, Shrewsbury
Holme, Thos, City rd, Esq. Sept 14. Gregory, Guildford st, Russell sq
Hudson, Wm, Leeds, Beerhouse Keeper. Aug 3. Middleton and Son, Leeds
Hughes, Mary, Droitwich, Worcester, Spinster. Sept 3. Cottrell, Birm
Humphreys, John Porter, Ryde, I of W, Gent. Sept 30. Howard and Co, Colchester
Humphreys, Sarah Ann, Bridge wharf, Deptford, Widow. Aug 15. Francis, Monument yd
Jackson, Richd, Moss-Side, Cumberland, Gent. Aug 31. Donald, Carlisle
Joden, Hy White, Little Baddow, Essex, Farmer. Aug 9. Gepp and Sons, Chelmsford
Limrick, Eliz, Charlton Kings, Gloucester, Widow. Aug 1. Jessop, Cheltenham
Masters, Wm, Goswell rd, Brush Manufacturer. July 30. Kennett, Devereux ct, Temple
Metcalfe, Geo, Woolston, Hants, Gent. July 31. Tathams and Co, Frederick's pl, Old Jewry
Miles, Erasmus Madox, Heavitree, Devon, Doctor. Aug 3. Bremridge, Exeter
Moor, Philip, Collumpton, Devon, Commander R.N. July 29. Carslake and Barham, Bridgwater
Moxon, Hy, Copthall ct, Esq. Sept 20. Simpson, Moorgate st
Pickernell, Fras, Whitby, York, Civil Engineer. Sept 25. Gray and Fannett, Whitby
Pryor, Morris, Baldock, Hertford, Esq. Aug 1. Veasey, Baldock
Raiolet, Eliza, Chailey, nr Lewes, Sussex, Widow. Aug 31. Birch and Co, Lincoln's inn fields
Sanderson, Wm, Gresham st, Silk Manufacturer. Aug 12. Lawrie and Co, Dean's ct, Doctors' commons
Scarth, Jonathan, Shrewsbury, Salop, Gent. Aug 10. Sprott, Shrewsbury
Seed, Fras, Bartle Quarter, Lancashire, Farmer. July 27. Catterall, Preston
Sharp, Wm, Horsham, Sussex, Builder. July 25. Medwin and Co. Horsham
Sheraton, Robt, Stockton, Durham, Gent. Aug 26. Newby and Co, Stockton-on-Tees
Taylor, Mary Ann, Stoke Newington rd, Widow. July 31. Gellatly and Co, Lombard ct, Gracechurch st
Walters, Edwd. Hope within Eccles, Lancashire, Gent. Aug 30. Sudlow and Co, Manch

Bankrupts.

FRIDAY, June 28, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Gray, Robt, Eeadenhall-st, Australian Merchant. Pet June 27. Pepys. July 9 at 12.30
Lyons, Benj Bernhard, Brondesbury-villas, Kilburn, Hardwareman. Pet June 25. Brougham. July 12 at 12
Stokes, Wm, Rendlesham-rd, Hackney Downs. Pet May 9. Pepys. July 9 at 11

To Surrender in the Country.

Burns, David, Lee, Kent, Confectioner. Pet June 24. Farnfield. Greenwich, July 16 at 2
Butterfield, John Geo, Birkenhead, Cheshire, Draper. Pet June 24. Watson. Birkenhead, July 10 at 10
Dashwood, Chas Hy, Folkestone, Kent, Gent. Pet June 26. Callaway. Canterbury, July 8 at 12
Greaves, John, Newcastle-under-Lyme, Stafford, Livery-stable Keeper. Pet June 22. Challinor. Hanley, July 10 at 11
Harrison, Joseph, Waterloo, nr Ashton-under-Lyne, Lancashire, Brickmaker. Pet July 24. Hall. Ashton-under-Lyne, July 12 at 11
Hesketh, Wm, Edge-hill, Lpool, Collector of Rents. Pet June 24. Watson. Lpool, July 10 at 2
Jones, Wm Edwd, Newport, Mon, Dentist. Pet June 22. Roberts. Newport, July 12 at 1
Singlehurst, Wm, Firbeck, York, Corn Merchant. Pet June 18. Wake. Sheffield, July 10 at 12

TUESDAY, July 2, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Courtney, Geo Harvey, Pentonville Prison, Convict. Pet June 29. Roche. July 19 at 12

To Surrender in the Country.

Beard, Geo, Hartbury, Gloucester, Brickmaker. Pet June 29. Riddiford. Gloucester. July 19 at 12
Blight, John, Plymouth, Devon, Draper. Pet June 28. Shelly. East Stonehouse, July 17 at 11
Clarke, Augustus Stanley, Atcombe Court, Gloucester, Gent. Pet June 28. Riddiford. Gloucester, June 13 at 12
Marsh, Wm, Southport, Lancashire, Railway Waggon Manufacturer. Pet June 29. Speakman. Nantwich, July 16 at 11
Simmons, Thos, Sheffield, Ironfounder. Pet June 28. Wake. Sheffield, July 18 at 12
Slack, Jas, sen, Captain's Barn, Stafford, Farmer. Pet June 25. Keary. Stoke-upon-Trent, July 13 at 1

BANKRUPTCIES ANNULLED.

FRIDAY, June 28, 1872.

Cotton, Willoughby, Lowndes-sq, Knightsbridge, no trade. June 27
Goule, Richd, Newport, Mon, Blockmaker. June 4
Landon, Chas Richd, Vigo-st. June 26

TUESDAY, July 2, 1872.

Begbie, Fras Edmund, Portsmouth, Captain Royal Marine Artillery July 1
Crabtree, Danl Pearcy, Exeter, Tea Dealer. June 28
Farmer, John Clements, Stafford, Brewer. June 25

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, June 25, 1872.

Adams, Albert, Downend, Gloucester, Shirt Manufacturer. July 6 at 12, at offices of Hancock & Co, Guildhall, Broad st, Bristol
Arnold, Jane, Kidderminster, Worcester, Licensed Victualler. July 5 at 11, at the Clarendon Inn, Worcester Cross, Kidderminster. Crowther, Kidderminster
Betts, John, Litcham, Norfolk, Licensed Victualler. July 7 at 12, at offices of Emerson and Sparrow, Rampant Horse st, Norwich
Bidwell, Frederica, Newton Abbott, Devon, Widow. July 8 at 3, at the Bude Hotel, St Sidwells, Exeter. Watts, Newton Abbott
Blackwell, John Armstrong, Little Albany st, Regent's pk, Plumber. July 8 at 3, at office of May, Golden sq
Bliss, Edwin, Birm, Fruit Salesman. July 8 at 12, at office of Green, Waterloo st, Birm
Bolder, Chas Geo, Gt Grimsby, Lincoln, Draper. July 5 at 2, at office of Belfrage and Middleton, Bedford row
Boucher, Frank, Bristol, Haulier. July 5 at 12, at office of Harwood, Small st, Bristol
Bradbury, Wm, Wednesfield, Stafford, Comm Agent. July 13 at 12, at office of Barrow, Queen st, Wolverhampton
Brown, Jas, Manns, Dorchester, Dorset, Tailor. July 10 at 11, at office of Andrews and Pope, South st, Dorchester
Bryan, John, Aston, Warwick, Electro Plater. July 4 at 12, at offices of Bunkle, Waterloo st, Birm. Cheston, Birm
Burnand, Edwd, Mile End rd, Furniture Dealer. July 3 at 2, at offices of Layton, Gresham st
Cliff, Jas, Bradford, York, Provision Merchant. July 4 at 11, at the Queen Hotel, Bridge st, Bradford. Pullan
Close, Edwin, Sheffield, Hosier. July 8 at 4, at offices of Binney and Sons, Queen st chambers, Queen st, Sheffield
Coxon, Wm, Leeds, Pawnbroker. July 8 at 11, at offices of Pullan, Bank chambers Park row, Leeds
Dawes, Fredk, Birm, Draper. July 9 at 3, at offices of Maher, Upper Temple st, Birm
Driver, Richd, Leeds, Joiner. July 10 at 3, at office of Fawcett and Malcolm, Park row, Leeds
Dykes, Wm Astley Sherratt, Kirton, Lincoln, Surgeon. July 3 at 11, at office of Thomas, Emery lane, Boston
Eckley, Thos Greatrex, and John Edwin Moss, Bristol, Milliners. July 5 at 12, at offices of Murly and Sons, Old Post office chambers, Corn st
Ellis, Geo, Gateshead, Durham, Grocer. July 1 (and not June 20 as in Gazette of June 11) at 12, at offices of Kidd and Co, Royal arcade, Newcastle-upon-Tyne
Fearon, Ann, Cockermouth, Cumberland, Grocer. July 9 at 2, at offices of Wicks, Castlegate, Cockermouth
Gardner, Wm Alfd, Edgbaston, Warwick, Accountant Clerk. July 9 at 11, at offices of Hodgson & Son, Waterloo st, Birm
Gibb, John, Basinghall st, Wholesale Stationer. July 8 at 11, at office of Foster, Chancery lane
Gilley, Jas, Torquay, Devon, Furniture Dealer. July 4 at 11, at offices of Harris & Co, Gandy st, Exeter. Huggins, Exeter
Goode, Albert Jas, High st, Notting hill, Draper. July 8 at 12, at 33, Gutter lane. Morris, Crocers' Hall ct, Poultry
Green, Fredk, Birm, Wholesale Druggist. July 7 at 12, at offices of Griffin, Bennett's hill, Birm
Harvey, Joseph Jas Nutt, Nottingham, Lace Warehouseman. July 2 at 12, at offices of Heath, St Peter's Church walk, Nottingham
Helmore, Mark, Exeter, Licensed Victualler. July 9 at 11, at the Bude Haven Hotel, Sidwell st, Exeter. Flood, Exeter
Hesketh, Wm Pemberton, Walmer, Kent, Comm Agent. July 12 at 11, at 16, Watling st, Canterbury. Kingsford
Hewett, Alfd Harmer, Pritchard rd, Hackney rd, Beer Retailer. July 9 at 10, at offices of Hope, Serle st, Lincoln's inn fields
Hicks, Richd Wm, Upper Deal, Kent, Tailor. July 5 at 12, at the Royal Exchange Hotel, Deal. Drew
Holgate, Octavius, Saffron Walden, Essex, Tailor. July 11 at 12, at offices of Catlin, Basinghall st
Holmes, Fras Hy, Stafford, Ironmonger. July 11 at 3, at the Swan Hotel, Stafford. Morgan, Stafford
Hood, Jas, & Thos Hood, Manch, Bleachers. July 5 at 3, at 108, King st, Manch. Ramwell & Co

Howat, Andrew, Farnworth, Lancashire, Mechanic. July 5 at 10, at offices of Potter & Knight, Moseley st, Manch
Jones, John, Ystradyfodwg, Glamorgan, Accountant. July 5 at 11, at office of Beddoe, Canon st, Aberdare
Kemp, Chas Edwd, Brighton, Sussex, Builder. July 8 at 3, at office of Penfold, Middle st, Brighton
Kendall, Geo, Bradford, nr Manch, Builder. July 5 at 3, at offices of Hulton & Lister, Brazennose st, Manch
Kenward, Edwd, Winterborne Stoke, Wilts, Farmer. July 8 at 2, at office of Venning & Co, Tokenhouse yd. Cobb & Smith, Salisbury
Langston, Wm, Botley, Berks, Innkeeper. July 8 at 2, at the Railway Hotel, Park End st, Oxford. Jotcham, Wantage
Latham, Wm, Birm, Bootmaker. July 1 at 10, at office of Erst, Colmore row, Birm
Lawrence, Chas Hillary. Bermondsey New rd, Clothier. July 16 at 2, at offices of Nash & Co, Suffolk lane, Cannon st
Lyon, Wm, Guildford, Surrey, Butcher. July 8 at 2, at offices of Curtis, High st, Guildford
Marshall, Thos Ingham, Middlesbrough, York, Grocer. July 12 at 11, at offices of Braithwaite and Co, Albert rd, Middlesbrough. Bainbridge, Middlesbrough
McKenzie, Mary Annie. Sherburn, York, Draper. July 10 at 11, at offices of Hotham & Whitings, King st, Leeds. Crumbie, York
Merrill-, Wm, Doncaster, York, Fishmonger. July 12 at 2, at offices of Shirley and Atkinson, St George gate, Doncaster. Burdekin and Co
Mitchell, John, Swansea, Glamorgan, Painter. July 10 at 1, at offices of Ray, Small st, Bristol
Musk, Horatio Caleb, Carlisle ter, Fairfield rd, Bow, Clerk. July 2 at 2, at office of Layton, jun, Gresham st
Nettleton, Chas Edwd, Wakefield, York, Solicitor. July 4 at 11, at offices of Fernandes and Gill, Cross sq, Wakefield
Nobbs, Edwd Thos, Aldersgate, Tailor. July 16 at 11, at 33, Gutter lane. Sturt, Ironmonger lane
Oldaker, Joseph, and Wm Hy Neal, Birm, Gas Fitting Manufacturers. July 5 at 3, at offices of Parry, Bennett's hill, Birm
Osmond, Maria, Emily Osmond, and Rebecca Osmond, Leadenhall st, Dyers. July 10 at 12, at the Guildhall Coffee house, Gresham st. Jenkinson and Co, Corbet ct, Gracechurch st
Overend, John Gartside, Gt Yarmouth, Norfolk, Tea Dealer. July 9 at offices of Palmer, South quay, Gt Yarmouth
Peddle, Bennett, Huntspill, Somerset, out of business. July 8 at 12, at offices of Brise, Bridgwater
Radford, Wm Morgan, Swansea, Glamorgan, Cooper. July 8 at 11, at offices of Davies and Hartland, Rutland st, Swansea
Sagar, John, Leeds, Grocer. July 9 at 3, at offices of Fawcett and Malcolm, Park row, Leeds
Simpson, John, Hartlepool, Durham, Plumber. July 4 at 11, at office of Todd, Town wall, Hartlepool
Simpson, Wm, and Robt Simpson, Burnley, Lancashire, Cotton Manufacturers. July 9 at 3, at offices of Boote and Edgar, George st, Manch. Hartley
Smith, Fredc, Rochdale, Lancashire, Currier. July 10 at 4, at office of Strandring, The Butts, Rochdale
Snelling, Sarah, Brighton, Sussex, Upholstress. July 15 at 3, at office of Mills, New rd, Brighton
Tamlyn, Robt, Wolverhampton, Stafford, Writing Clerk. July 13 at 3, at office of Barrow, Queen st, Wolverhampton
Tanner, Edwd, Bicester, Oxford, out of business. July 19 at 12, at the Oxford Temperance Hotel, New rd, Oxford. Berridge, High st, Marylebone
Taylor, Benj Bucknall, Lincoln, Butcher. July 11 at 1, at office of Cutherow, Tinker's entry, Horncastle
Taylor, Wm, Eccles, Lancashire, Dyer. July 15 at 11, at offices of Tindall and Co, King st, Manch. Sutton
Tilbury, Geo Fras, Humberstone, Leicester, Commercial Traveller. July 4 at 3, at office of Owston, Friar lane, Leicester
Tuffill, Wm, Gloucester crescent, Hyde pk, Lodging-house Keeper. July 11 at 2, at office of Cooper, Portman st, Portman sq
Warner, Aquila, and Thos Jones, Lpool, Grocers. July 9 at 3, at office of Boote and Price, North John st, Lpool. Masters and Co, Lpool
Welsh, Hugh, Manch, Draper. July 8 at 3, at offices of Burton, King st, Manch
Wright, Hy, Southampton, Oil Merchant. July 5 at 3, at the Guildhall Coffee-house, King st, Cheapside. Kilby, Southampton

FRIDAY, June 28, 1872.

Archer, Fredk Jas, St Thomas's rd, Finsbury pk, Professor of Music. July 8 at 2, at 7, Whitehall pl, Westminster. Murray
Aschkinass, Wolf, Minories, Tea Dealer. July 12 at 3, at offices of Holmes, Eastcheap
Ash, Alfd, Poultry, Comm Agent. July 12 at 10, at offices of Howard and Co, New Bridge st
Barton, John Wm, Ringmer, Sussex, Coal Merchant. July 9 at 12, at the Bear Hotel, Lewes. Langham, jun, Uckfield
Benjamin, Michael, Air st, Piccadilly, Bill Discounter. July 11 at 2, at offices of Miller and Stubbs, Eastcheap
Bennett, Wm, Hanley, Stafford, Medical Botanist. July 5 at 11, at office of Steven on, Cheapside, Hanley
Bevington, Hy, Hanley, Stafford, China Decorator. July 5 at 3, at office of Litchfield, Pall mall, Hanley. Turner, Hanley
Bills, Wm, Shardeloes rd, New Cross, Deptford, out of business. July 11 at 12, at offices of Taylor and Jaquet, South st, Finsbury sq
Bowden, Alfd Jas, Old st, St Luke's, Licensed Victualler. July 16 at 2, at the George Public-house, Old st, St Luke's. Flavell, Bedford row
Buckler, Hy, Portsmouth, Grocer. July 9 at 3, at 46, St James st, Portsea. King, Union st, Portsea
Budge, David, Loughborough pk, Brixton, no occupation. July 15 at 2, at office of Girdwood, Verulam bldgs, Gray's inn
Campin, Jas Geo, Mayfield, Sussex, Coal Dealer. July 12 at 10, at office of Arnold, Tunbridge Wells
Carpenter, John Leedham, Bristol, Coffin Furniture Manufacturer. July 1 at 12, at offices of Deming and Co, Shannon ct, Bristol. Fussell and Co, Bristol
Carpenter, Thos Gardener, Stratford grove, Essex, Dressmaker. July 11 at 1 at office of Paterson and Co, Beaverie st, Fleet st
Chaddock, Alex, Congleton, Cheshire, Tailor. July 15 at 11, at offices of Cooper, Lawton st, Congleton
Clarke, Joseph, Sidbury, Worcester, Ironmonger. July 16 at 12, at office of Meredith, College st, Worcester
Cliff, Jas, and Sam Lumb, Nottingham, Provision Merchants. July 6 at 11, at the Queen Hotel, Bridge st, Bradford. Watson and Dickons
Cocks, Wm, Portobello rd, Bayswater, Grocer. July 16 at 2, at office of Slater and Pannell, Guildhall chambers, Basinghall st. Lay, Poultry
Cooke, Wm, Bilston, Stafford, Licensed Victualler. July 17 at 12, at offices of Barrow, Queen st, Wolverhampton
Cox, Richd, Ludlow, Salop, Gardener. July 12 at 2, at offices of Anderson and Davies, Ludlow
Cox, Saml, Ludlow, Salop, Nurseryman. July 10 at 1, at the Feathers Hotel, Ludlow. Anderson and Davies
Darkin, Hy Jas, Oxford st, Licensed Victualler. July 15 at 2, at offices of Beard, Basinghall st
Davies, Saml, Merthyr Tydfil, Glamorgan, Watchmaker. July 10 at 11, at the County Court Office, Merthyr Tydfil. Beddoe, Merthyr Tydfil
Day, John Geo, Lamarsh, Essex, Farmer. July 8 at 4, at offices of Jones, Butt rd, Colchester
Ereson, Wm, Bradford, York, Stuff Finisher. July 11 at 11, at offices of Wood and Killick, Commercial Bank bldgs, Bradford
Evans, Jas, Lamborne, Berks, Innkeeper. July 9 at 2, at the George Hotel, Reading. Cave, Newbury
Fish, Gregory, Bristol, Beer Retailer. July 6 at 11, at offices of Essery, Guildhall, Broad st, Bristol
Flintham, John, and Hy Flintham, Rotherham, York, Fruiterers. July 8 at 11, at offices of Wing, Change alley, Sheffield. Edwards, Rotherham
Francis, Isaac, Spotlands, nr Cardiff, Grocer. July 12 at 11, at office of Morgan, High st, Cardiff
Fuller, Thos, Brighton, Sussex, Butcher. July 12 at 3, at office of Lamb, Ship st, Brighton
Fullwood, Abraham, Habberley, Kidderminster, Worcester, Licensed Victualler. July 9 at 12, at 13, Church st, Kidderminster. Prior
Garbutt, Cornelius, West Hartlepool, July 10 at 3, at the Raglan Hotel, Tower st, West Hartlepool. Todd, West Hartlepool
George, Hy, Montgomery, Plumber. July 12 at 12.30, at offices of Jones, Severn sq, Newtown
Green, Jas, Bristol, Lodging house Keeper. July 5 at 2, at offices of Thick, Small st, Bristol
Hall, Thos, Shoreham, Sussex, Baker. July 12 at 12, at office of Lamb, Ship st, Brighton
Hand, Alfd, Small Heath, nr Birm, out of business. July 9 at 3, at office of Duke, Christ Church passage, Birm
Heyes, Geo, Huddersfield, York, Hearth Rug Manufacturer. July 10 at 3, at offices of Ramsden, John William st, Huddersfield
Higginson, Saml, Longport, Stafford, Licensed Victualler. July 4 at 11, at offices of Stevenson, Cheapside, Hanley
Hill, John, Rugeley, Stafford, Coach Builder. July 5 at 11, at office of Crabb, Horse fair, Rugeley
Hill, Thos, Lordship ter, Lordship lane, Woodgreen, Baker. July 11 at 12, at offices of Preston, Mark lane
Holland, Joseph, Manch, Shirt Maker. July 12 at 3, at offices of Addleshaw, King st, Manch
Hosken, Fredk John, & Thos Hill Hamley, Plymouth, Devon, Tea Dealers. July 8 at 10.30, at St George's Hall, East Stonehouse
Jones, Thos, Newcastle, Monmouth, Licensed Victualler. July 15 at 2, at office of Williams, Whitecross st, Monmouth
Knight, Wm, Ashby-de-la-Zouch, Leicester, Farmer. July 17 at 10, at the Queen's Head Inn, Ashby-de-la-Zouch
Leblanc, Marie Benoni, Dean st, Soho sq, Wine Merchant. July 20 at 3, at offices of Maniere, Gray's inn sq
Lee, Geo, Ravensthorpe, York, Beerhouse Keeper. July 16 at 3, at offices of Armitage, Lord st, Huddersfield
Livermore, Chas, Bristol, Boot Manufacturer. July 8 at 2, at office of Cozens, Nicholas st, Bristol
Lloyd, John, Longton, Stafford, Auctioneer. July 11 at 11, at office of Welch, Caroline st, Longton
Lobb, Harry Wm, Sackville st, Piccadilly, Surgeon. July 9 at 4, at offices of Sydney and Co, Basinghall st. Parry, King William st, Strand
Luffingham, John, Barnett st, Hackney rd, Haberdasher. July 6 at 12, at offices of Marshall, Hatton gdn. Hope, Serle st, Lincoln's inn
Mackness, Josiah Chris, Pershore, Worcester, General Draper. July 9 at 12, at office of Corbett, Avenue House, The Cross, Worcester
Morgan, John, Tredegar, Monmouth, Grocer. July 15 at 3, at the King's Head Hotel, Newport. Harris, Tredegar
Nash, Alfd, Laurence Pountney hill, Fish Factor. July 5 at 2, at the Guildhall Coffee House, Guildhall yd. Nind, St Benet pl, Gracechurch st
Port, Alf, Twickenham, Middx, Leather Seller. July 9 at 2, at offices of Wood and Hare, Basinghall st
Pouget, Paul Auguste, Southampton, Ship Broker. July 11 at 3, at offices of Coxwell and Co, Gloucester sq, Southampton
Packrin, Geo, Whitby, York, Grocer. July 23 at 11, at offices of Hunter and Co, Whitby
Schmidt, Christian, and Hy Sturzenacker, Lpool, Cigar Merchants. July 10 at 3, at offices of Quinn, Lord st, Lpool
Smallwood, Emma, Birm, Tobacconist. July 4 at 3, at the King's Hotel, Worcester st, Birm. Cresswell, Wolverhampton
Spark, Sidney, Luton, Bedford, Innkeeper. July 8 at 11, at office of Pope, Poultry
Stevenson, Jas, Longton, Stafford, Engraver. July 18 at 11, at offices of Welch, Caroline st, Longton
Still, James, High st, Sydenham, General Draper. July 1 at 2, at the Guildhall Coffee house, Gresham st. Cotton, Old Bailey
Strachan, Arthur, Holborn, Licensed Victualler. July 11 at 2, at offices of Hillearys and Tunstall, Fenchurch bldgs
Sugden, Saml, Manningham, Bradford, York, Plasterer. July 15 at 10, at offices of Lancaster, Manor row, Bradford
Terry, Isaac, Gt Mongeham, Kent, Market Gardener. July 10 at 11, at the Royal Exchange Hotel, Deal. Drew
Underwood, Richd, Lowesmoor, Worcester, Butcher. July 10 at 3, at offices of Beale, Worcester chambers, Worcester
Vaughan, Thos, Round's Green, Oldbury, Worcester, out of business. July 9 at 11, at offices of Wright, Church st, Oldbury
Waddington, John, Tarnworth, Lancashire, Watchmaker. July 9 at 3, at 109, King st, Manch. Ramwell and Co, Bolton
Walton, Wm, jun, Low Harrowgate, York, Gent. July 10 at 3.30, at offices of Hirst and Capes, Knaresborough

Willett, Thos Wm, and Edwd Hobson Jones, Lpool, Cigar Dealers. July 10 at 2, at offices of Evans and Lockett, Commerce chambers, Lord st, Lpool

Winchcombe, Hy Phillimore, Cardiff, Glamorgan, Coal Agent. July 16 at 3, at offices of Payne, Church st, Cardiff

Wyborn, John, Singlesham, Kent, Carpenter. July 10 at 12, at the Royal Exchange Hotel, Deal. Drew

Subscription for 1,500,000 Dollars Seven per Cent. First Mortgage Building Bonds, in 1,500 Bonds of 1,000 Dollars Each, of

THE WESTERN UNION TELEGRAPH COMPANY

OF THE UNITED STATES OF AMERICA.

Net Revenue of the Company for the year ending 1st May, 1872, 2,697,816 dols. or £539,563 sterling.

In addition to the General Security of the Company, these Bonds have the Special Security of a First Mortgage on the Real Estate of the Company in Broadway and Dey-street, in the City of New York.

Interest payable in Gold on 1st May and 1st November, by Coupons attached. Principal re-payable in Gold on 1st May, 1902, if not previously paid off by purchase at a premium up to 10 per Cent. (say 1,100 dollars per Bond), in accordance with the Deed of Mortgage hereinafter referred to, which provides a Sinking Fund for this purpose.

Price of Subscription 92 per Cent., making at the exchange of 4s. 6d. per dollar £207 per Bond of 1,000 dols., payable as follows:—

£20	per Bond	on application.
50	,,	on allotment.
70	,,	on 20th August.
67	,,	on 20th September.
Total £207		

Subscribers may pay up the Instalments in advance under discount at £5 per cent. per annum, reckoning the accrued interest from the 1st May last, and the discount for prepayment, the net cost per 1,000 Dollar Bond is reduced to £203 2s. 6d., thus yielding to the Investor about £7 per cent. per annum.

Messrs. GRANT BROTHERS & Co. are prepared to receive applications for the above-mentioned 1,500 Seven per Cent. First Mortgage Building Bonds which have been issued by the WESTERN UNION TELEGRAPH COMPANY of the United States.

The bonds are to bearer for the sum of 1,000 dollars each, with coupons attached payable in gold half-yearly, on 1st May and 1st November in each year, at the Offices of the Union Trust Company of New York.

Interest accrues from 1st May last, and the first coupon, for the half-year's interest, will fall due on 1st November next.

The coupons (at the option of the holder) may also be collected in London, at the Banking House of Grant Brothers & Co., 24, Lombard-street, London, at the fixed exchange of four shillings per dollar, thus making the amount of the coupon receivable in London £7 per bond each half-year.

The Western Union Telegraph Company of the United States of America is probably the largest undertaking of the kind in the world, possessing almost a monopoly of the vast telegraphic business of the United States, having absorbed nearly all other competing lines, forming the whole into one great and powerful system, equal in importance to the English telegraphic service as now administered by Her Majesty's Postmaster-General.

Some idea of the extent of its business may be formed from the fact that it has in operation no less than 60,502 miles of line and 133,890 miles of wire, being about 30,000 miles more than the total telegraph wires of the United Kingdom.

The business of this great undertaking is yearly increasing, as will be seen by the following table, certified by George H. Mumford, Esq., Vice-President:—

Gross Receipts	1868	...	7,264,852 dollars.
,,	1869	...	7,271,918 ,,
,,	1870	...	7,323,430 ,,
,,	1871	...	7,923,562 ,,

the gross receipts from 1st May, 1871, to 1st May, 1872, 8,251,694 dollars, or £1,650,338 sterling, and the net profits the large total of 2,697,816 dollars, or £539,563 sterling.

The Board of Directors, which is of a very high character, includes many of the first merchants of New York, and the following is a complete list of the same:—

WILLIAM ORTON, President.

A. B. CORNELL, AUGUSTUS SCHELL, O. H. PALMER, GEO. H. MUMFORD, Vice-Presidents.

GEO. H. MUMFORD, Secretary.
R. H. ROCHESTER, Treasurer.
W. H. ABEL, Auditor.

EXECUTIVE COMMITTEE.

William Orton.	O. H. Palmer.
Horace F. Clark.	James H. Banker.
John Steward.	A. B. Cornell.
E. B. Wesley.	Augustus Schell.
E. D. Morgan.	A. W. Greenleaf.

Harrison Durkee.

DIRECTORS.

Hugh Allen, Montreal.	C. Livingston, New York.
James H. Banker, New York.	Edwin D. Morgan, New York.
Nathan A. Baldwin, New York.	William Orton, New York.
Wm. D. Bishop, New York.	O. H. Palmer, New York.
Horace F. Clark, New York.	E. B. Sanford, New York.
Ezra Cornell, Ithaca.	Augustus Schell, New York.
Alonzo B. Cornell, New York.	Hiram Sibley, Rochester.
Harrison Durkee, New York.	Z. G. Simmons, Kenosha, Wisconsin.
Wm. E. Dodge, New York.	John Steward, New York.
Shepperd Gandy, New York.	Moses Taylor, New York.
Marvin Green, Louisville.	Daniel Torrance, New York.
Augustus W. Greenleaf, New York.	George Walker, Springfield, Massachusetts.
John A. Griswold, Troy.	E. B. Wesley, New York.
Wilson G. Hunt, New York.	
George Jones, New York.	

Stillman Witt, Cleveland, Ohio.

To meet the requirements of the company, the Directors, with the full consent of the Shareholders, have determined to erect in New York a large central building eight stories in height above the street level specially adapted to the business of the Company, and sufficiently spacious for its constant growth, and have accordingly secured a site on the corner of Broadway and Dey-street, in the city of New York, upon which a suitable building is in course of erection.

The cost of this site (as certified by William Orton, Esq., the President of the Company) was 850,000 dollars, and the estimated cost of the building and fittings is 650,000 dollars, together, 1,500,000 dollars; to provide which the 1,500 seven per cent. building bonds now for subscription have been created.

As special security for such bonds, the Western Union Telegraph Company have executed a deed of mortgage of the above property to the Union Trust Company of New York (the well-known Trust Company, and which is of the highest standing) on behalf of the Bondholders, which has been duly registered, thus effectually protecting the latter in their legal claim on such estate.

In addition to such special security, holders of the bonds will have the general security of the Western Union Telegraph Company, the amount of whose share capital is 41,071,510 dollars, or £8,214,302 sterling, and whose bonded debt—inclusive of the bonds now for subscription—only amounts to 6,039,900 dollars, or £1,207,980 sterling.

To meet the interest on such bonded debt, the sum of 422,793 dollars, equal to £84,559, only is required annually, and as the net profits earned by the company for the year ending 1st May, 1872, amounted to 2,697,816 dollars, equal to £539,563, or upwards of six times the amount required for the payment of such interest, the exceptionally first-class character of the security will at once be seen, apart altogether from the special and absolute security possessed by the Bondholders in the valuable property in Broadway mortgaged by the Telegraph Company in favour of the Bondholders.

In addition to payment of the interest the Telegraph Company undertakes to place in the hands of the Trust Company on the 1st of May in each year, for the period after-mentioned, the sum of 30,000 dollars by way of Sinking Fund, to be applied in the purchase by the Trust Company of a portion of the bonds now for subscription, at such prices as they can purchase the same up to 10 per cent. premium (say 1,100 dollars per bond); and on such purchase the bonds so acquired are forthwith to be cancelled. The Telegraph Company may also itself purchase and hand over for cancellation the said amount of bonds.

Should, however, the Trust Company not be able to purchase bonds at 10 premium, a higher price may be paid with the consent of the Telegraph Company, and the said sum of 30,000 dollars is to continue to be set aside annually, until the amount of the bonds outstanding shall be reduced to 1,000,000 dollars; and as the entire security will still remain to the holders of the remaining bonds, they will thus become still more valuable.

The remainder of the bonds not so purchased will be paid off at 1,000 dollars in gold in New York, on the 1st of May, 1902.

An important option is reserved to the holders of these bonds, by the terms of which it is provided that they may be converted into the Share Stock of the Company at par, at any time before the maturity of the said bonds.

Congress, by Act of 24th July, 1866, has the right to order the purchase of these lines, and whenever it may so elect, it must direct the appointment of two arbitrators on the part of the State, to meet two arbitrators to be appointed by the Company, who are empowered to determine the sum to be paid; an umpire being named in case of disagreement.

Whenever the Government may decide to avail themselves of this power to purchase the undertaking, the option reserved to the Bondholders of converting their Bonds into the Capital Stock of the Company must become very valuable, as it must result in the Company receiving a very large sum for the surrender of its privileges, and its highly profitable and progressive undertaking.

As an illustration of the great increase in value in the stock of a